IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC 420 Distribution Circle Fairfield, OH 45014 Plaintiff, v. MARK N. MARTH 14337 Riverside Drive, Unit 4 Sherman Oaks, CA 91423 *and* 3437 Ponderosa Loop West Linn, OR 97068 Defendant.	:	Case No. **COMPLAINT FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY AND PERMANENT INJUNCTIONS, AND DAMAGES**

For its Complaint against Defendant Mark N. Marth ("Marth"), Plaintiff Innomark Communications LLC ("Innomark") states as follows:

GENERAL ALLEGATIONS

1. Innomark brings this action to enforce an employment agreement and protect its confidential and proprietary business interests.

2. Innomark is an Ohio limited liability corporation with its principal place of business at 420 Distribution Circle, Fairfield, Ohio 45014. Innomark's primary business is creating retail environments that attract, engage, and convert customers, specifically through designing and producing a variety of retail displays, signage, and packing.

3. Innomark and its related affiliates underwent a corporate reorganization in 2015, the result of which is that Innomark West, LLC ("Innomark West") was merged out of existence and absorbed by Innomark.

4. Innomark is the successor by merger to Innomark West, and succeeded to the rights and obligations of Innomark West with respect to the Operating Agreement with Marth.

5. Marth is an individual, upon information and belief, who maintains a residential address in Sherman Oaks, California. Marth, upon information and belief, also maintains a residential address in West Linn, Oregon.

6. Innomark's business is highly specialized, technical, and competitive. Client contacts and relationships, customer lists, and information about client requirements are extremely important to success in Innomark's business.

7. From September 2013 until July 2016, Marth was employed by Innomark.

8. Marth was hired to increase Innomark's presence on the West Coast, including in California.

9. Through his employment with Innomark, Marth acquired detailed knowledge of the company's operations and confidential and proprietary information, including information about operations, clients, potential clients, and pricing.

10. To aid in growing Innomark's West Coast presence, Innomark West was formed under the laws of the State of Ohio in September 2013. Innomark West was merged out of existence and absorbed by Innomark in December 2015.

11. Marth became a member of Innomark West in October 2013.

12. In connection with becoming a member, Marth executed an Operating Agreement with Gary Boens, William Fair, Paul Molyneux, and Innomark West. A true and accurate copy of the Operating Agreement is attached hereto as Exhibit A, and a true and accurate copy of the Employment Agreement is attached hereto as Exhibit B.

13. In pertinent part, Marth agreed that for a period of two years following the termination of his interest in Innomark West he would not, directly or indirectly:

> "i. Solicit or induce any of [Innomark West]'s or [Innomark West]'s Affiliates' Customers, or Prospective Customers to transfer any part of the business they do, did or were proposed to do with [Innomark West] or its Affiliates, to any other person or entity.
>
> ii. Open, operate, own an interest in or perform services for, or in any way engage in the business of, any other proprietorship, partnership, firm, trust, corporation, limited liability corporation, or other entity…which, directly or indirectly, competes with [Innomark West] and/or its Affiliates in performance of [Innomark West]'s business in the geographic area where Company has conducted business in the twenty-four month period immediately prior to the date when [Marth's] Membership Interest is terminated."

(Ex. A at 10.2(a))

14. Innomark is named as an Affiliate of Innomark West in the Operating Agreement.

15. The Agreement also provided benefits to Innomark West's successors and assigns:

> "11.6 Heirs, Successors, and Assigns. Each provision of this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement and the Act, their respective heirs, legal representatives, successors, and assigns."

(Id. at 11.6)

16. The Operating Agreement provides it "shall be governed exclusively by the laws of the State of Ohio." (Id. at 11.2)

17. The members, including Marth, consented to "the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio." (Id.)

18. In exchange for Marth's agreement to these restrictions on his activities after his interest in Innomark West was terminated, Marth was provided membership in Innomark West.

19. In December 2015, Marth's interest in Innomark West was redeemed and therefore terminated.

20. On July 20, 2016, Marth provided his notice of resignation to Innomark.

21. At the time of his resignation Marth served as Innomark West's Executive Vice President of Sales and Marketing.

22. After Marth submitted his resignation, Innomark attempted to communicate with Marth regarding his future plans and whether he intended to compete with Innomark in violation of his obligations under the Operating Agreement.

23. Marth refused to cooperate with Innomark.

24. Upon information and belief, Marth is now working for Infinity Images, Inc.

25. Infinity Images, Inc.is a direct competitor of Innomark.

26. Because Marth is unwilling to be bound by the Operating Agreement, Innomark has no choice but to file this complaint and seek immediate injunctive relief to protect its rights.

27. In the Operating Agreement, Marth agreed to exclusive jurisdiction in the state and federal courts located in Montgomery County, Ohio. (Ex. A at 11.2)

28. On October 17, 2016, Marth initiated litigation in state court in California requesting a declaratory judgment from the California state court regarding the validity of the restrictive covenants in the Operating Agreement (the "California Action").

29. Marth's filing of the California Action is in direct contravention and breach of the Operating Agreement.

30. On November 1, 2016, Innomark removed the California Action to the United States District Court for the Central District of California.

31. On November 7, 2016, Innomark filed a Motion to Dismiss or, In the Alternative, to Transfer the California Action ("Motion to Dismiss") based on blatant disregard for the terms of the Operating Agreement. The Motion to Dismiss is attached as Exhibit C.

32. Innomark brings this complaint before this Court pursuant to the express terms of the Operating Agreement.

33. Without the intervention of this Court requiring Marth to honor his contractual duties, Innomark will suffer irreparable harm by the loss of its trade secrets, customers, and its goodwill.

COUNT I—BREACH OF CONTRACT

34. Innomark repeats the allegations set forth in paragraphs 1 through 33 as if fully set forth herein.

35. Marth entered into the Operating Agreement voluntarily and with the intent to be bound in connection with his membership in Innomark West and received consideration including, among other things, membership in Innomark West.

36. Innomark is entitled to enforce the Operating Agreement against Marth because it has succeeded to Innomark West's rights and obligations under the Operating Agreement.

37. Additionally, Innomark is a beneficiary of the restrictive covenants in the Operating Agreement because it is named as an Affiliate of Innomark West.

38. Innomark has duly performed all conditions, covenants, and promises required on its part to be performed pursuant to the Operating Agreement.

39. The restrictive covenants contained in the Operating Agreement described above are reasonable and necessary to protect Innomark's legitimate business interests including, but not limited to, its customer relationships, its goodwill, and its confidential and proprietary information.

40. The restrictive covenants contained in the Operating Agreement are reasonably tailored to protect Innomark's legitimate interests and do not impose an undue burden on Marth. The non-competition provision only restricts his competition for a period of two years within the geographic scope of Innomark's business.

41. The restrictive covenants contained in the Operating Agreement described above are reasonable and necessary to protect Innomark's legitimate business interests including, but not limited to, its customer relationships and goodwill.

42. The Operating Agreement is not injurious to public welfare. In fact, the issuance of an injunction would promote the public interest by preserving the status quo during this litigation and allowing Innomark to continue its valuable customer relationships, as well as safeguarding confidential information and preventing unethical conduct.

43. Marth has violated, and will continue to ignore, his obligations under the Operating Agreement as described above.

44. Marth has breached his contractual obligation to Innomark under the Operating Agreement by, *inter alia*, failing to adhere to the express non-competition provision in the Operating Agreement.

45. Innomark has no adequate remedy at law.

46. As a direct and proximate result of Marth's actual or threatened unlawful conduct, Innomark has and will continue to suffer damages and irreparable injury.

47. Marth's conduct was, and is, willful and malicious.

48. Unless Marth is temporarily restrained, and preliminarily and permanently enjoined from further violating the provisions of the Operating Agreement, Innomark will be irreparably harmed by:

a. Use and disclosure by Marth of Innomark's valuable confidential and proprietary information, which is solely the property of Innomark;

b. The loss of confidence and trust of customers, lowering of goodwill, and loss of business reputation; and

c. Present economic loss, which is unascertainable at this time, and future economic loss, which is presently incalculable.

PRAYER FOR RELIEF

WHEREFORE, Innomark respectfully requests that this Court issue judgment and relief as follows:

A. Judgment in Innomark's favor that Marth has breached the Operating Agreement;

B. Temporary, preliminary, and permanent, injunctive relief against Marth, enjoining Marth from violating the terms of the Operating Agreement and from competing with Innomark in any market in which Innomark operates;

C. Compensatory Damages;

D. Punitive and/or exemplary damages;

E. Attorney fees;

F. Interests and costs; and

G. Such further and other relief as the Court may deem proper and just.

Respectfully submitted,

/s/ Timothy G. Pepper

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LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

INNOMARK WEST LLC,

AN OHIO LIMITED LIABILITY COMPANY

EFFECTIVE AS OF SEPTEMBER 30, 2013

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This Limited Liability Company Operating Agreement is made and entered into effective as of the 30th day of September, 2013 ("**Effective Date**"), by and among GARY BOENS, WILLIAM FAIR, PAUL MOLYNEUX, MARK MARTH (collectively, Boens, Fair, Molyneux and Marth are referred to as the **"Members"** and Innomark West LLC, an Ohio limited liability company (the "**Company**"). The Company's Articles of Organization were filed with the Secretary of State of Ohio on the 9th day of September, 2013. The Members and Company agree as follows:

ARTICLE I.
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"**Act**" means the Ohio Limited Liability Company Act at Ohio Revised Code §1705 et seq., as amended and/or supplemented from time to time.

"**Adjusted Capital Account Deficit**" means, with respect to a Member or Economic Interest Owner, the deficit balance, if any, in that Member's or Economic Interest Owner's Capital Account as of the end of the applicable taxable year, after giving effect to the following adjustments: (i) Increasing the particular Capital Account balance by any amounts (a) described in Treas. Reg. § 1.704-1(b)(2)(ii)(c) that the Member or Economic Interest Owner is obligated to contribute to the Company under this Operating Agreement or applicable law or (b) that the Member is deemed obligated to restore under the penultimate sentences of Treas. Reg. §§ 1.704-2(g)(1) or 1.704-2(i)(5); and (ii) Decreasing the particular Capital Account balance by the items described in Treas. Reg. §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) that pertain to that Member or Economic Interest Owner.

"**Affiliate**" means any person or entity controlling, controlled by or under common control with Company, whether now existing or hereafter acquired or formed, including, but not limited to, Innomark Communications LLC, Printing Service Company, Grafcor, Inc., Concept Imaging Group, Inc., Prestige Display and Packaging LLC, Pakmark LLC, IM Interactive LLC, and Impak Acquisition LLC.

"**Capital Contribution**" means any contribution to the capital of the Company in cash, property, or services by a Member whenever made.

"**Code**" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Customer" means any business entity or person with whom Company and/or Company's Affiliates has received a purchase order from or rendered a billing during the time period from a date which is two years prior to the Effective Date of this Agreement until the date that a Member transfers or otherwise terminates his Membership Interest.

"**Distributable Cash**" means all cash revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, including Members who have made loans to the Company; (ii) all cash expenditures incurred incident to the normal operation of the Company's business, including any amounts required to be paid by the Company pursuant to ARTICLE VI; and (iii) such reserves as the Managers deem reasonably necessary to the proper operation of the Company's business, including any amounts necessary for capital expenditures, for meeting expansion plans, and for providing all necessary working capital and any amounts required to meet any requirement of any loan agreement or covenant to which the Company is subject.

"**Economic Interest**" means a Member's or other Person's share of any or all of the Company's Net Profits, Net Losses, or distributions of the Company's assets pursuant to this Operating Agreement and the Act, but does not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members.

"**Economic Interest Owner**" means the owner of an Economic Interest who is not a Member.

"**Fiscal Year**" means the Company's fiscal year, which shall be the calendar year.

"**Majority Interest**" means one or more Membership Interests which taken together exceed fifty percent (50%) of the aggregate of all Percentage Interests.

"**Manager(s)**" means the Persons appointed or elected to serve as the Board of Managers by the Members holding a Majority Interest of the Membership Interest of Company.

"**Member**" means each of the Persons specified in Section 2.6 of this Operating Agreement and any Person who may hereafter become a Member pursuant to the terms of this Operating Agreement or as otherwise provided under the Act.

"**Membership Interest**" means a Member's entire interest in the Company, including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

"**Net Profits**" and "**Net Losses**" mean for each taxable year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with Section 703 of the Code with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net

Losses (pursuant to this definition) shall be added to such taxable income or loss;

(ii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(iii) if the value of any Company asset is adjusted pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(iv) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the value of the asset on the Company's books, notwithstanding that the adjusted tax basis of such asset differs from such value;

(v) if Company property is reflected on the Company's books at a value that differs from its tax basis, then Company income, gain, loss and deduction shall (in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(g)) include Company income, gain, loss, and deduction determined by reference to the value of such property on the Company's books, but shall exclude income, gain, loss and deduction determined by reference to the value of such property as determined for income tax purposes; and

(vi) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest or Economic Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses.

"**Operating Agreement**" means this Limited Liability Company Operating Agreement as originally executed and as amended, supplemented, and/or restated from time to time.

"**Percentage Interest**" means the percentage interest of each Member or Economic Interest Owner set forth on Exhibit A, as adjusted in accordance with this Operating Agreement.

"**Person**" means any individual, entity, general partnership, limited partnership, limited liability company, corporation, association, joint venture, trust, business trust, or cooperative and the heirs, executors, successors, and assigns of such person.

"Prospective Customer" includes any business entity or person with whom Company and/or Company's Affiliates was in active business discussions and negotiations, and to whom Company and/or Company's Affiliates had presented a written proposal or quotation for its products and services during the time period from a date which is one year prior to the Effective Date of this Agreement until such time as a Member transfers or otherwise terminates his Membership Interest.

"**Transfer**" means any bequest, sale, conveyance, transfer, pledge, encumbrance, assignment, or other disposition, whether voluntary, involuntary, or by operation of law.

"**Treasury Regulations**" or "**Treas. Reg.**" means proposed, temporary, and final regulations promulgated under the Code as of the effective date of the Company's Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II.
FORMATION OF COMPANY

2.1 Formation. Effective as of September 9, 2013, the Company was organized as an Ohio limited liability company, by execution and delivery of the Articles of Organization to the Ohio Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Innomark West LLC.

2.3 Principal Office. The principal office of the Company is located in Miamisburg, Ohio. The Company may locate its principal office at any other place or places as the Managers deem advisable.

2.4 Registered Agent. The Company's initial registered agent is as reflected in the organizational documents filed with the Ohio Secretary of State. The Managers may change the Company's registered agent by filing the name and the Ohio address of the new registered agent with the Ohio Secretary of State pursuant to the Act.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.6 Names of Members. The names and addresses of the Members are set forth in Exhibit B.

2.7 Purpose. Except as expressly restricted by the Company's Articles of Organization or this Operating Agreement, the Company may engage in any lawful act or activity for which a limited liability company may be organized under the Act, and may engage in all other activities incidental or related to the foregoing.

ARTICLE III.
MEETINGS OF MEMBERS

3.1 Meetings. A meeting of Members may be called with the consent of Members holding at least a Majority Interest. The Members holding a Majority Interest may designate any place within or outside the State of Ohio for any meeting of the Members. If no designation is made, the place of meeting shall be the principal executive office of the Company as referenced in Section 2.3.

3.2 Notice of Meetings. The Managers shall provide written notice of a meeting to each Member, stating the place, day, and hour of the meeting, and the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than seven (7), nor more than sixty (60), days before the date of the meeting.

3.3 Quorum. Members holding at least a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members.

3.4 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a majority of the Percentage Interests represented at such meeting in person or by proxy shall be the act of the Members, unless the vote of a greater proportion is otherwise required by the Act or by this Operating Agreement.

3.5 Proxies. At all meetings of Members, a Member may vote in person or by written proxy executed by the Member or the Member's attorney in fact.

3.6 Action by Members Without a Meeting. Members holding a Majority Interest (or such greater proportion as required under the Act) may take action without a meeting by written consent. Any such consent shall be delivered to the Company for inclusion in the minutes or for filing with the Company records. Upon the Company's receipt, the Managers shall deliver a copy of such consent to the Members.

3.7 Waiver of Notice. A Member may at any time waive, in writing, notice of a meeting. By attending a meeting without protesting the lack of proper notice before or at the beginning of the meeting, a Member waives notice of the meeting.

ARTICLE IV.
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

4.1 Capital Contributions.

(a) The Members' initial Capital Contributions to the Company and the fair market value of such Capital Contributions are reflected on Exhibit A. The Managers shall determine the fair market value of all Capital Contributions.

(b) Upon the approval of the Managers, Members shall be required to guarantee or provide any credit support for Company debt in amounts that are proportionate to their respective Membership Interests. Upon the request of the Managers in accordance with Section 7.1 the Members shall be required to make additional Capital Contributions in

amounts that are proportionate to their respective Membership Interests. If any Member declines to make its proportionate additional Capital Contributions or guarantee, the Percentage Interests shall be adjusted as reasonably determined by the Managers to reflect the additional Capital Contributions or guarantees made by other Members.

4.2 No Withdrawal. No Member may withdraw any part of its Capital Account without the unanimous consent of the Members.

4.3 Capital Accounts.

(a) The Company will maintain a separate account ("**Capital Account**") for each Member in accordance with Treas. Reg. § 1.704-1(b)(2)(iv). Each Member's Capital Account will be increased by: (i) the amount of money such Member contributes to the Company; (ii) the fair market value of property such Member contributes to the Company (net of liabilities secured by such contributed property that the Company, under Section 752 of the Code, is considered to assume or take subject to); (iii) allocations of Net Profits to such Member; and (iv) any items in the nature of income and gain which are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d), (e), (f) and/or (g) of Section 5.2. Each Member's Capital Account will be decreased by: (A) the amount of money the Company distributes to such Member; (B) the fair market value of property the Company distributes to such Member (net of liabilities secured by such distributed property that such Member, under Section 752 of the Code, is considered to assume or take subject to); (C) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d), (e), (f), and/or (g) of Section 5.2; and (D) allocations to the account of such Member of Net Losses.

(b) The manner by which the Company maintains Capital Accounts pursuant to this Section 4.3 is intended to comply with the requirements of § 704(b) of the Code and the Treasury Regulations promulgated thereunder. If, in the opinion of the Company's legal counsel or accountants, the manner by which the Company maintains Capital Accounts pursuant to the preceding provisions of this Section 4.3 should be modified in order to comply with § 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 4.3, the method by which the Company maintains Capital Accounts shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(c) Except as otherwise required in the Act, no Member or Economic Interest Owner shall have any liability to restore all or any portion of an Adjusted Capital Account Deficit balance in such Member's or Economic Interest Owner's Capital Account.

(d) Unless the Managers determine that making the adjustments under this Section 4.3(d) are not necessary to preserve the Members' respective economic interests in the Company, the Managers will cause the book values of all of the assets of the Company to be adjusted to equal their respective fair market values, as determined by the Managers, (taking Code § 7701(g) into account as provided in Treas. Reg.

§ 1.704-1(b)(2)(iv)(f)(1)) as of the following times: (i) the acquisition of an additional equity interest in the Company by any new or existing Member in exchange for more than a *de minimis* contribution to the Company's capital; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (including money, but excluding any promissory note of the Company) as consideration for all or part of that Member's Membership Interest; (iii) the grant of more than a *de minimis* equity or profits interest in the Company in consideration for services rendered to or for the benefit of the Company by a Member acting in a "partner capacity" within the meaning of Treas. Reg. § 1.704-1(b)(2)(iv)(f)(5)(iii) or by a new Member acting in a partner capacity or in anticipation of becoming a Member; and (iv) the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g). Following a book up or book down, for purposes of computing the Company's Net Profits or Net Losses, the amount of that adjustment will be taken into account as income, gain, loss or deduction, as the case may be, as if the asset were sold for an amount equal to its adjusted book value as provided by Treas. Reg. § 1.704-1(f)(2). Subsequent allocations of items of income, gain, expense, deduction, and loss that are attributable to that property must, solely for income tax purposes, account, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder, for any variation at the time of that adjustment between the adjusted federal income tax basis of that asset and its book value (reverse 704(c) allocations).

(e) Each Member agrees that (1) the Company is authorized and directed to elect the "Safe Harbor" described in the proposed Revenue Procedure contained in the Internal Revenue Service Notice 2005-43 (the "Notice") and (2) the Company and each of its Members (including a Person to whom Membership Interest are Transferred in connection with the performance of services) agrees to comply with all of the requirements of the Safe Harbor described in the proposed Revenue Procedure with respect to all membership interests transferred in connection with the performance of services while the election is in effect. Each of the Members and the Company agrees not to report the income tax effects of the Safe Harbor Partnership Interest (as defined in the Notice) in a manner inconsistent with the requirements of the proposed Revenue Procedure, including the failure to provide appropriate information returns. Each Member acknowledges that the Notice contains a proposed Revenue Procedure and that the Notice and Revenue Procedure may undergo changes prior to their finalization. Each Member hereby grants to the tax matters partner a power-of-attorney coupled with an interest to amend this Agreement to conform to any changes to the Notice reflected in the final Notice and/or Revenue Procedure in order to permit the Company and its Members to qualify for the Safe Harbor Election (as defined in the Notice).

(f) The book values of certain Company assets will be increased (or decreased, as the case may be) to reflect any adjustments to the adjusted federal income tax basis of those assets pursuant to Code § 734(b) or Code § 743(b), but only to the extent that those adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m). The adjusted book value will thereafter be used for purposes of computing Net Profits and Net Losses (or items, if any of income, gain, expense, deduction, or loss of the Company to be allocated hereunder that is not included in the computation of Net Profits and Net Losses). Unless this Agreement

provides otherwise, all decisions relating to the adjustment of the book value of the Company assets under Code § 754, including the determination of their fair market values at the time of adjustment, will be made by the Managers. To the extent that Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) requires an adjustment to the adjusted tax basis of any asset of the Company under Code § 734(b) or Code § 743(b) to be taken into account in determining the Capital Account balance of any Member, the amount of the adjustment to the Capital Accounts of the Members is to be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset).

4.4 Priority and Return of Capital. No Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner as to the return of Capital Contributions, Net Profits, Net Losses, or distributions; provided that this Section 4.4 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE V.
ALLOCATIONS, DISTRIBUTIONS, ELECTIONS, AND REPORTS

5.1 Allocations of Net Profits and Net Losses. All Net Profits and Net Losses shall be allocated in accordance with the Members' Percentage Interests.

5.2 Special Allocations. Notwithstanding Section 5.1 hereof, the following special allocations shall be made in the following order:

(a) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Treas. Reg. §1.704 2(b)), such deductions shall be allocated to the Members in the same manner as Net Profit or Net Loss is allocated for such period.

(b) Notwithstanding anything to the contrary in this Section 5.2 or ARTICLE V, any item of deduction, loss, or Code Section 705(a)(2)(B) expenditure that is attributable to "partner nonrecourse debt" shall be allocated in accordance with the manner in which the Members bear the economic risk of loss for such debt (determined in accordance with Treas. Reg. §1.704-2(i)).

(c) If there is a net decrease in "Company minimum gain" (within the meaning of Treas. Reg. §1.704-2(d)) for a fiscal year, then, subject to the last paragraph of this Section 5.2, there shall be allocated to each Member items of income and gain for that year equal to that Member's share of the net decrease in minimum gain (within the meaning of Treas. Reg. §1.704-2(g)(2)). The foregoing is intended to be a "minimum gain chargeback" provision as described in Treas. Reg. §1.704-2(f) and shall be interpreted and applied in all respects in accordance with that Regulation.

(d) If during a fiscal year there is a net decrease in partner (Member) nonrecourse debt minimum gain (as determined in accordance with Treas. Reg. §1.704-2(i)(3)), then, in addition to the amounts, if any, allocated pursuant to the preceding

paragraph, any Member with a share of that nonrecourse debt minimum gain (determined in accordance with Treas. Reg. §1.704-2(i)(5)) as of the beginning of the fiscal year shall, subject to the last paragraph of this Section 5.2, be allocated items of income and gain for that year (and, if necessary, for succeeding years) equal to that Member's share of the net decrease in such nonrecourse minimum gain. The foregoing is intended to be the "chargeback of partner [Member] nonrecourse debt minimum gain" required by Treas. Reg. §1.704-2(i)(4) and shall be interpreted and applied in all respects in accordance with that Regulation.

(e) To the extent that Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) requires an adjustment to the adjusted tax basis of any asset of the Company under Code § 734(b) or Code § 743(b) to be taken into account in determining a Capital Account balance, the amount of the adjustment to the Capital Account balances is to be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset). That gain or loss will be specially allocated to the Member or Economic Interest Owner (i) in proportion to their respective interests in the Company (as reasonably determined by the Managers) if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) applies, or (ii) as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

(f) If the allocation of any item of loss or deduction for any Fiscal Year pursuant to Section 5.1 would cause or increase an Adjusted Capital Account Deficit for any Member as of the end of such Fiscal Year, then, to the extent the allocation of such item of loss or deduction would have such effect, it shall be allocated instead (i) first, among those Members having positive balances in their Capital Accounts as of the end of such Fiscal Year in proportion to the positive balances in their respective Capital Accounts, and (ii) thereafter, as provided in Section 5.1. For the purposes of this Section 5.2(f), in determining whether the allocation of any item of loss or deduction for any Fiscal Year pursuant to Section 5.1 would cause or increase an Adjusted Capital Account Deficit of any Member as of the end of such Fiscal Year, such Member's Capital Account shall be reduced for items listed in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4),(5), and (6).

(g) If during any Fiscal Year a Member unexpectedly receives an adjustment, allocation, or distribution described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5), or (6), which causes or increases an Adjusted Capital Account Deficit for a Member, there shall be allocated to the Member items of income and gain (consisting of a pro rata portion of each item of Company income (including gross income) and gain for such year) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The foregoing is intended to be a "qualified income offset" provision as described in Treas. Reg. §1.704-1(b)(2)(ii)(d), and shall be interpreted and applied in all respects in accordance with the applicable Treasury Regulations.

(h) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member(s) to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

5.3 Section 704(c) Allocations.

(a) Items of income, gain, expense, deduction, and loss attributable to property contributed to the Company by a Member are to be allocated, for income tax purposes only, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder to account for any variation at the time of contribution between the adjusted federal income tax basis of that property to the Company and its initial book value, as determined by the Managers pursuant to Section (a).

(b) If the book value of any property of the Company is adjusted on the Company's books under Section 4.3(d), subsequent allocations of items of income, gain, expense, deduction, and loss that are attributable to that property must, solely for income tax purposes, account, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder, for any variation at the time of that adjustment between the adjusted federal income tax basis of that asset and its book value.

(c) All decisions and elections pertaining to the allocations under Subsections (a) and (b) are to be made by the Managers. Allocations under this Section 5.3 are solely for purposes of federal, state, and local income taxes and are not to affect, or in any way be taken into account in computing, any Member's or Economic Interest Owner's Capital Account or share of Net Profits, Net Losses (or items, if any, of income, gain, expense, deduction, or loss to be allocated hereunder that are not included in the computation of Net Income or Net Losses) or distributions under this Agreement. This Section 5.3 is intended to comply with, and grant the Managers the maximum flexibility afforded under, Code § 704(c) and the applicable Treasury Regulations with respect to the decisions and elections to be made thereunder and shall be interpreted and applied in a manner that is consistent with that intention.

5.4 Distributions. All distributions of Distributable Cash shall be approved by the Managers (except for distributions pursuant to Section 5.5) and made to the Members in the same manner as Net Profits and Net Losses are allocated pursuant to Section 5.1. Any proceeds from the sale of Company property which results in a termination of the Company shall be distributed in accordance with ARTICLE VIII. Except for distributions made pursuant to Section 5.5, the Company shall not make distributions to Members at any time during which the Company's: (a) fixed charge coverage ratio is less than 1.15, (b) outstanding loan obligations from all sources is in excess of three (3) times EBITDA on a trailing twelve (12) month basis, or (c) such distribution occurs while the Company is insolvent or such distribution would cause the Company to become insolvent.

5.5 Income Tax Distributions. Except as provided in this Section 5.5, the Company shall make a distribution to each Member at least quarterly (April 15, July 15, October 15, and January 15) in an amount not less than the sum of the highest marginal federal, state, and local income tax rates applicable to any Member multiplied by the amount of Net Profits attributable to the immediately preceding quarter, with all projected allocations made in the same manner as Net Profits and Net Losses are allocated pursuant to Section 5.1. Any amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company

shall be treated as amounts distributed to the relevant Member pursuant to this Section 5.5.

5.6 Financial Statements. The Company shall prepare and deliver to each Member, within ninety (90) days after the close of each Fiscal Year, true and complete financial statements of the Company as of the close of business on the last day of, and for the period constituting, its Fiscal Year. A Member may have performed, at such Member's sole expense, audits of the books and records of the Company, provided that the Member gives the Company reasonable advance notice of any such audit and the audit is conducted during the Company's regular business hours without unduly interfering with the normal conduct of the Company's business.

5.7 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or, except as otherwise specifically provided herein, to return of such Member's Capital Contribution.

ARTICLE VI.
NEW MEMBERS; TRANSFERABILITY

6.1 Admission of New Members.

(a) The Members by approval of Members holding a Majority Interest may raise new capital by admitting new Members.

(b) No Person shall be admitted as a new Member of the Company unless (i) such Person is added as a party to this Operating Agreement and duly and validly agrees in a writing in form and substance satisfactory to the Company to be bound by the terms and conditions of this Operating Agreement (ii) (A) the Members holding a Majority Interest approve the admission of such Person as a new Member or (B) the Transfer to such person of the Membership Interest is a Transfer permitted by this ARTICLE VI, and (iii) required by the Act, notwithstanding any provision in this Operating Agreement to the contrary.

(c) Upon the admission of a new Member in accordance with the Act and this Operating Agreement, there shall be a special closing of the Company's books solely for the purpose of determining the value of the Company on such date by whatever method the Managers, in its sole and absolute discretion, considers reasonable, and the Capital Accounts of the existing Members shall be adjusted accordingly pursuant to Section 4.3(d). Concurrently with such adjustment, the new Member shall pay to the Company such Member's Capital Contribution, the Managers shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member, and the Percentage Interests and Exhibits A and B shall be adjusted accordingly.

6.2 Restrictions on Transfer.

(a) No Member shall Transfer any or all such Member's Membership Interest except as specifically permitted by, and in strict compliance with, this ARTICLE VI. Any purported Transfer by a Member of any or all of such Member's Membership Interest not in strict compliance with this ARTICLE VI shall be null, void, and of no legal force or effect.

(b) A Member shall be permitted to Transfer any or all of such Member's Membership Interest free of the requirements under Sections 6.3 and 6.4 to any or all of (i) one or more of the Persons that is a Member immediately prior to such Transfer, (ii) a trust which has as its sole beneficiaries Persons described in the preceding clause (i), and (iii) the Company (each an "Approved Transferee" and collectively the "Approved Transferees"); provided that such Transfer otherwise complies with the terms of this ARTICLE VI and that concurrently with or prior to any such Transfer, the Company, at its option, shall have received an opinion of counsel acceptable to the Company that such Transfer complies with all applicable federal and state securities laws.

(c) The Company shall not enter any Transfer of a Membership Interest of any Member on the books or records of the Company unless, prior to such Transfer, the Managers have determined that such Transfer is in accordance with the terms of this Operating Agreement.

6.3 Right of First Refusal.

(a) If a Member desires to Transfer any or all of such Member's Membership Interest and solicits or receives a bona fide offer to acquire such Membership Interest that such Member desires to accept (an "**Offer**"), then such Member shall promptly, but not less than ten (10) business days after receipt of the Offer, give the Company and each of the other Members written notice of the Offer (the "**Notice**"). The Notice shall specify: (i) the portion of the Membership Interest which is the subject of the Offer (the "**Offer Interest**"); (ii) the identity, residence address, and resume of the proposed acquiror of the Offer Interest and of each Person that will have a legal or beneficial interest in the Offer Interest (collectively, the "**Proposed Acquirors**"); (iii) all terms of the transaction that is proposed by the Offer; (iv) the price per percentage point for the Offer Interest , including a detailed description of the terms of payment and of any non-cash consideration to be received by such Member (the "**Offer Price**"); and (v) the proposed time and date of closing of the Offer transaction, which shall not be sooner than sixty-one (61) days after receipt by the Company and the other Members of the Notice (the "**Proposed Closing Time**"). True and complete copies of all documents relating to, referencing, or containing the terms and provisions of the proposed Transfer of the Offer Interest must be appended to the Notice.

(b) Beginning on the date the Company receives an effective Notice and ending thirty (30) days thereafter (the "**Company Option Period**"), the Company shall have the exclusive right (but not the obligation) to acquire the Offer Interest, for the Offer Price upon the terms and conditions proposed in the Offer. The Company may exercise its option by delivering, within the Company Option Period, to the Member who has given Notice and to each of the other Members a writing stating that the Company has elected to

acquire the Offer Interest pursuant to this Section 6.3 (the "**Notice of Company Option Exercise**"). The Managers shall decide whether the Company exercises its option. The Notice of Company Option Exercise shall stipulate a closing date for the Company's acquisition of the Offer Interest that shall be on or before the later of (i) sixty (60) days after the date on which the Company received an effective Notice or (ii) the Proposed Closing Time.

(c) If the Company Option Period expires without the Company electing to acquire the Offer Interest, then, for a period of thirty (30) days commencing thirty-one (31) days after the date on which the Company received an effective Notice (the "**Members' Option Period**"), the Members (other than the Member who has given the Notice) shall, in proportion to their respective Percentage Interests (not counting the Percentage Interest held by the Member who has given Notice), have the exclusive right (but not the obligation) to acquire the Offer Interest for the Offer Price upon the terms and conditions proposed in the Offer. Such Members may exercise this option by delivering, within the Members' Option Period, to the Member who has given the Notice and to the Company a writing stating that such Members have elected to acquire the Offer Interest pursuant to this Section 6.3(c) (the "**Notice of Members' Option Exercise**"). The Notice of Members' Option Exercise shall stipulate a closing date for the acquisition of the Offer Interest that shall be on or before the later of (i) seventy (70) days after the date on which the Company received the Notice or (ii) the Proposed Closing Time. If not all Members (other than the Member who has given the Notice) elect to acquire the Offer Interest, the Members that have elected to acquire the Offer Interest may send the Notice of Members' Option Exercise and acquire the Offer Interest, with each such electing Member being entitled to acquire up to that portion of the Offer Interest in proportion to such Member's respective percentage of the total Percentage Interests of the actual purchasers.

(d) If the Offer Price includes non-cash consideration, any of the Members (other than the Member giving the Notice) or the Company may substitute cash in an amount equal to the approximate fair market value (as reasonably determined by the Managers) of the non-cash consideration. If the Offer contains any terms or provisions that the Managers determines will be more onerous to the Company or its Members than to the Proposed Acquirors ("**Evasion Terms**"), the Managers may permit the Company or the Members (other than the Member giving the Notice) to exercise their respective options described in Sections 6.3(b) and 6.3(c) and to acquire the Offer Interest without complying with such Evasion Terms; provided, however, the Managers shall not be permitted to reduce, or to extend the time for payment of, cash consideration included in the Offer Price which is (i) not contingent, (ii) fixed in amount, and (iii) payable on a date fixed by the Offer. The provisions of this Section 6.3(d) shall not be avoided by the inclusion in any Offer of terms and provisions that would have the effect (actual or potential) of making the Offer more onerous or expensive if consummated by the Company or the Members than if consummated by the Proposed Acquirors.

(e) If the Company Option Period and the Members' Option Period expire without the election by the Company or the Members (other than the Member who has given the Notice), respectively, to acquire the entire Offer Interest, then, upon satisfaction of all conditions under this Operating Agreement (including Section 6.1) and receipt by the

Company, at its option, of an opinion of counsel acceptable to the Company that the transfer of the Offer Interest pursuant to the Offer complies with all applicable federal and state securities laws, the Member who has given the Notice shall be free to transfer the Offer Interest to the Proposed Acquirors by the Proposed Closing Time on the exact terms and conditions set forth in the Offer. Any variation of or amendment, modification, or supplement to such terms and conditions shall create a new offer subject to the provisions of this Section 6.3, and if the Offer transaction is not consummated by the Proposed Closing Time, it shall be a new Offer subject to the provisions of Section 6.3.

6.4 Purchase on Death, Permanent Disability or Termination of Employment.

(a) Upon the death or permanent disability of any Member (the "**Deceased/Disabled Member**"), the Deceased/Disabled Member shall be treated as if such Member received an Offer under Section 6.3(a) with a deemed Offer Price equal to the quotient of a fraction where the numerator is equal to five (5) times EBITDA less all outstanding liabilities and the denominator is equal to 100 (**"Value"**), and the Company shall be obligated to purchase such Offer Interest with the purchase price paid in sixty (60) equal monthly installments of principal bearing interest at a rate of 4% per annum. "**EBITDA**" means the Company's net earnings before interest, taxes, depreciation and amortization. EBITDA shall be the average monthly EBITDA for the twenty-four (24) month period immediately prior to the date of death, disability, or termination of employment multiplied by twelve (12). EBITDA shall be determined from the Company's books and records and shall not include any additions for the Member's compensation or benefits.

A Member will be considered disabled for purposes of this Agreement if such Member is unable to engage in any substantial gainful activity required of such Member by the Company by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(b) Marth has been employed by Innomark Communications LLC ("**Innomark Communications**"), an Affiliate of Company. On an initial basis, Marth is employed by Innomark Communications to serve as President of Company. If Marth's employment is terminated during the first five years of Marth's employment, if such termination is for any reason other than termination for convenience by Innomark Communications or if Innomark Communications elects not to renew Marth's employment agreement with Innomark Communications ("**Marth Employment Agreement**"), Marth shall be treated as if he received an Offer under Section 6.3(a) with a deemed Offer Price equal to $1.00, and the Company shall have the right and obligation to purchase such Offer Interest. If Marth's employment with Innomark Communications is: (a) terminated for any reason after such five year period, regardless of cause (except as provided in Section 10.5 hereof, which provides for the purchase of a Member's Membership Interest for $1.00 in the event of a breach of Article X by a Member); or (b) is terminated during the first five years of Marth's employment by Innomark Communications due to a termination for convenience by Innomark Communications, or if Innomark Communications elects not to renew the Marth Employment Agreement as provided therein; or (c) if at any time Marth is reassigned by Innomark Communications to work for an Affiliate other than Company as

described in Section 1 of the Marth Employment Agreement, then in any such event Marth shall be treated as if he received an Offer under Section 6.3 with a deemed Offer Price equal to Value, and the Company or the other Members shall have a right but not the obligation to acquire Marth's Offer Interest, in which case payments shall be made in seventy-two equal monthly installments of principal bearing interest at a rate of 3% per annum.

6.5 Tag Along; Drag Along.

(a) If a Member or Members holding of record at least fifty-four percent (54%) of the issued and outstanding Membership Interest ("Majority Block") receive an Offer from a third party (who may be another Member) to acquire a Majority Block (a "Majority Block Offer"), the Member(s) receiving the Majority Block Offer shall provide Notice of the Majority Block Offer in accordance with Section 6.3. The other Members shall have the right to have their Membership Interest sold in the Majority Block purchase transaction to the proposed purchasers on the same terms set forth in the Majority Block Offer (the "Tag Along Right") by sending written notice of the exercise of this Tag Along Right to all Members within thirty (30) days of receipt of the Notice. If the Tag Along Right is exercised, each Member who gave the Notice about the Majority Block Offer (the "Majority Block Offeree(s)"), and each Member who exercises the Tag Along Right, shall sell to the proposed purchasers only that percentage of Membership Interest equal to the percentage of Membership Interest that such Member holds multiplied by a fraction, the numerator of which is the percentage of Membership Interest that the proposed purchasers have offered to purchase in the Majority Block Offer and the denominator of which is the total percentage of Membership Interest held by all Members who have elected to participate in the Majority Block purchase transaction. No Majority Block purchase transaction shall close unless either (i) the Members other than the Members giving the Notice shall have exercised the Tag Along Right or shall have waived, in writing, the exercise thereof, or (ii) thirty (30) days shall have elapsed after receipt of the Notice by the Company and each of the Members, and then subject to any timely exercised Tag Along Right.

(b) If any person or entity makes an offer to purchase all or substantially all of the Membership Interest (a "Drag Along Offer"), any Member receiving the Drag Along Offer shall provide Notice of the Drag Along Offer to Company and the other Members in accordance with Section 6.3. The Members holding at least eighty-one percent (81%) of the Membership Interest shall have the option, by providing written notice to the Company and the other Members within thirty (30) days after receipt of the Notice of Drag Along Offer, to require the Company and the other Members to accept the Drag Along Offer and to proceed in accordance therewith.

(c) This Section 6.5 shall control and supersede the other provisions of this Agreement hereof in the event of any conflict.

ARTICLE VII.
MANAGEMENT OF COMPANY

7.1 Management. Except to the extent otherwise provided in this Operating Agreement, the Managers shall direct, manage, oversee, and control the business and operations of the Company. The Managers may appoint such officers as it deems appropriate. The officers shall perform such duties as the Managers determine. No Member may act on behalf of the Company in derogation of the authority, power, and discretion of the Managers. Without limiting the generality of the foregoing, and subject to any restrictions in the Company's Articles of Organization or this Operating Agreement, the Managers may authorize the Company to:

(a) raise additional capital by requesting additional Capital Contributions from the Members in accordance with Section 4.1(b);

(b) make distributions to the Members;

(c) endorse any instrument or act as an accommodation party or otherwise become a guarantor or surety for any Person;

(d) borrow or lend money or make, deliver, or accept any commercial paper;

(e) execute any mortgage, bond, or lease;

(f) purchase or sell real or personal property;

(g) incur any expense or liability;

(h) establish the Company's policies with respect to personnel, environmental, health and safety, accounting, internal audit, tax, and other management functions;

(i) hire and fire, and determine the compensation of, the Company's executive employees, officers and agents; and

(j) obtain appropriate types and amounts of insurance for the Company and its assets.

7.2 Managers - Number, Appointment and Tenure.

(a) The Company shall initially have three (3) Managers, who shall be Gary Boens, William Fair and Paul Molyneux. The Managers hereby appoint Marth as President of Company. Marth's duties shall be set forth in Marth's Employment Agreement.

(b) The Managers shall serve until the earliest of their resignation, removal, or death. The Managers may only be removed or replaced by the affirmative vote of a Majority Interest of the Members.

7.3 Action by Managers.

(a) The Managers shall act by the approval of at least two-thirds (2/3) of the Managers of Company.

(b) Unless otherwise expressly provided in this Operating Agreement or required by applicable law, a Manager who has or may have conflicting interests in the outcome of any matter upon which the Managers take action or consents must disclose such interest to all other Managers and to all Members in reasonable detail. After disclosure, any Managers, including the Manager who disclosed his or her interest, may vote upon or consent to any such matter.

(c) Action required or permitted to be taken by the Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by at least two-thirds (2/3) of the Managers.

7.4 Restrictions on Manager's Authority. The Managers shall not do any of the following acts without the approval of Members holding a Majority Interest:

(a) transfer or sell all or substantially all of the Company's assets;

(b) subject to the provisions of ARTICLE VI, admit a new Member to the Company;

(c) convert the Company into, or merge or consolidate the Company with, any other Person;

(d) except as otherwise permitted under ARTICLE VI, redeem, purchase, or otherwise acquire any Membership Interest; or

(e) except as contemplated by Section 7.6 or any other indemnity provision of this Operating Agreement, cause the Company to lend any funds to, or to guaranty the debts or obligations of, any Member.

7.5 Standard of Care. Each Member, Manager, and officer shall perform such Person's duties in good faith, in a manner such Person reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like

position would use under similar circumstances. The Member, Manager, or officer who so performs the duties as a Member, Manager, or officer shall not have any liability by reason of being or having been a Member, Manager, or officer of the Company. In performing such Person's duties, the Member, Manager, or officer shall be entitled to rely upon such information, opinions, reports, or statements, including financial statements or other financial data, presented or prepared by (a) any of the Company's other Members, Managers, officers, or employees whom such Member, Manager, or officer reasonably believes are reliable and competent in the matters prepared or presented, or (b) any other Person, including lawyers or accountants, as to matters which such Member, Manager, or officer reasonably believes are within such Person's professional or expert competence. No Member, Manager, or officer shall be personally liable to the Company in monetary damages for breach of a duty to the Company unless it is proved in a court of competent jurisdiction that such Person's action or failure to act (i) was not in good faith, (ii) was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (iii) resulted in an improper personal benefit to such Person or any related party as determined by application of Code § 267(b) at the expense of the Company, (iv) constituted fraud or deceit, or (v) was a knowing violation of law.

7.6 Indemnification. The Company shall indemnify each person who is or was a manager, member, officer, or employee of the Company or such other Persons covered by Ohio Revised Code Section 1705.32, to the fullest extent permitted by Ohio Revised Code Section 1705.32.

7.7 Bank Accounts. The Managers or the officers of the Company may open and maintain bank accounts in the name of the Company at such banks as the Managers may designate.

7.8 Compensation and Reimbursement. The Company may compensate its officers and employees (if any), as determined by the Managers. A Manager shall not receive any compensation for its services in such capacity. The Members, Managers, and officers shall be entitled to reimbursement by the Company for reasonable expenses incurred, including travel expenses, on behalf of the Company.

7.9 Right to Rely on the Manager. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by two of the Managers as to the identity of any Member, Manager, or officer of the Company or the Persons who are authorized to execute and deliver any instrument or document of the Company.

7.10 Tax Matters "Partner." The Managers may designate a tax matters "partner" as necessary for purposes of federal and state income tax matters. The tax matters "partner" shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. The tax matters partner may consent to extend the applicable statute of limitation period for the assessment or enforcement of any federal, state, or local income tax.

7.11 Action Authorized by Members. Notwithstanding anything to the contrary provided in this ARTICLE VII, any action of the Company that may be authorized by the Managers may be authorized and taken when such action is authorized by the unanimous written consent of the Members.

ARTICLE VIII.
DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall be dissolved upon the approval of Members holding a Majority Interest.

8.2 Effect of Filing of Certificate of Dissolution. Upon the filing with the Secretary of State of a certificate of dissolution, the Company shall continue its existence until the winding up of its affairs is completed.

8.3 Winding Up, Liquidation, and Distribution of Assets.

(a) Upon dissolution, the Managers shall immediately proceed to wind up the affairs of the Company, unless the Members, by an affirmative vote of the Members holding a Majority Interest, elect to continue the business of the Company in order to maximize its value as a going concern for eventual sale.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(ii) allocate any Net Profit or Net Loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with ARTICLE V,

(iii) discharge all known liabilities of the Company, including liabilities to Members and Economic Interest Owners who are also creditors, to the extent permitted by law, other than liabilities to Members and Economic Interest Owners for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such reserves shall be deemed to be an expense of the Company), and

(iv) distribute the remaining assets in the following order:

(A) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by

agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value.

(B) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Treas. Reg. §1.704-1(b)(2)(ii)(b)(2).

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution above the amount such Member is deemed obligated to restore under Treas. Reg. § 1.704-1(b)(2)(ii)(c)(1), and the negative Capital Account balance that the Member is not obligated to restore shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

ARTICLE IX.
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each Member hereby represents, warrants, and covenants that:

9.1 Due Organization; Authorization of Operating Agreement. Each Member has the right to enter into this Operating Agreement, which constitutes the legal, valid, and binding obligation of such Member.

9.2 No Conflict with Restrictions; No Default. Neither the execution, delivery, and performance of this Operating Agreement nor the consummation by such Member of the transactions contemplated hereby will conflict with, violate, or result in a breach of: (a) any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Member; or (b) any of the terms, conditions, or provisions of the organizational or governance documents of such Member if it is a corporation or other business entity or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of his, her, or its material properties or assets is subject.

9.3 Securities. Such Member is acquiring his, her, or its Membership Interest only for his, her, or its own account and not on behalf of any other Person, and only for the purpose of holding for investment and not with a view to any further distribution thereof. No

other Person is participating with, or providing or otherwise arranging funds, or credit for such Member in respect to the acquisition of his, her, or its Membership Interests. Except as contemplated by ARTICLE VI of this Operating Agreement, such Member has no agreement, arrangement, or understanding for transfer of any part of his, her, or its Membership Interest to any other Person. Subject to and in addition to all of the restrictions on transfer contained in this Operating Agreement, such Member shall not offer for sale or sell any part of his, her, or its Membership Interest except upon acceptance by the Company of an opinion of counsel for the purchaser in such form as is satisfactory to counsel for the Company that registration under federal and state securities laws is not required. Such Member (a) either has such knowledge and experience in financial and business matters, or has the advice or representation of a person or entity having such knowledge and experience, to be able to evaluate the merits and risks of his, her, or its investment in the Company or has been given or had access to sufficient information regarding the Company to evaluate the investment in his, her, or its Membership Interest being acquired, and (b) is able to bear the economic risk of the investment in his, her, or its Membership Interest and to hold the same for purposes of investment. Such Member is aware that no market exists for the resale of his, her, or its Membership Interest.

9.4 Indemnification. Each Member hereby agrees, to the extent that any Company lender does not accept guarantees of Company obligations proportionate to the ownership interest of such guarantors, that such Member ("**Indemnifying Member**") shall indemnify any other Member who has been called upon to satisfy a Company obligation in excess of such Member's proportionate share of the obligation, based on the Member's proportionate Membership Interest, to the extent that the Indemnifying Member has not yet satisfied an amount with respect to a guarantee on the same Company obligation equal to the Indemnifying Member's proportionate share of that obligation.

ARTICLE X.

NONCOMPETITION; NONSOLICITATION

10.1 Each Member acknowledges and agrees that:

(a) Company and Company's Affiliates will suffer immediate and irreparable harm, loss and damage not adequately compensable by monetary damages if a Member violates one of the provisions of Sections 10.2 and 10.3 of this Agreement.

(b) All of the covenants contained in Sections 10.2 and 10.3 of this Agreement constitute restrictive covenants which are necessary for the protection of Company and Company's Affiliates' business and Customer relationships, and which are reasonable to each Member, the Company and the public. Each Member acknowledges and agrees that, at such time as a Member is no longer a Member, such departing Member will be in a position to earn a sufficient livelihood without violating any of the provisions of Sections 10.2 and 10.3 of this Agreement.

10.2 As a condition of becoming a Member of Company, each Member agrees:

(a) While Member is a Member of Company and for a period of two (2) years immediately following Member's termination of his interest in Company (whether by sale of his Membership Interest to Company, another Member or to a third party, as contemplated herein or otherwise), and for so long as the business of the Company is continuing (including but not limited to business being conducted by any other Member of the Company or any person deriving title to the business or its goodwill from any other Member of the Company), each Member agrees that he will not, either on his own behalf or on behalf of any other person or other entity, directly or indirectly:

i. Solicit or induce any of Company's or Company's Affiliates' Customers, or Prospective Customers to transfer any part of the business they do, did or were proposed to do with Company or its Affiliates, to any other person or entity.

ii. Open, operate, own an interest in or perform services for, or in any way engage in the business of, any other proprietorship, partnership, firm, trust, corporation, limited liability company, or other entity (whether as an owner, partner, stockholder, beneficiary, director, officer, employer, employee, agent, independent contractor, representative, consultant or otherwise) which, directly or indirectly, competes with Company and/or its Affiliates in performance of the Company's business in the geographic area where Company has conducted business in the twenty-four month period immediately prior to the date when Member's Membership Interest is terminated.

iii. It is agreed that it shall not be a violation of this Agreement for a Member to own any securities listed on a National Security Exchange or Register under the Securities Act of 1934.

iv. In the case of Marth with respect to the time period after Marth transfers his Membership Interest in Company as described above, the restrictions set forth in Section 10.2(a)(i) and 10.2(a)(ii) shall not apply to the following Customers: Oakley, Glamglow, Hatch Beauty, Fox Entertainment, Warner Brothers, John Paul Mitchell, Parlux, Lindt Chocolates, Ghirardelli Chocolates and Parfum Décor.

10.3 Each Member further agrees that he will not, for so long as he is a Member of Company and for two (2) years following the transfer of the Member's Membership Interest to Company, another Member or to a third party, as contemplated herein, directly or indirectly, or by action in concert with others, induce or influence, or seek to induce or influence, any person who is then engaged by Company or a Company Affiliate as an employee, agent, independent contractor or otherwise, to terminate said person's employment or engagement with Company or Company's Affiliate, nor shall Member directly or indirectly, solicit for employment, or engagement, or advise or recommend to any other person or entity that such person or entity employ or engage or solicit for employment

or engagement, any person then employed or so engaged by Company or Company's Affiliate.

10.4 The restrictive covenants contained in Sections 10.2 and 10.3 of this Agreement shall be construed as agreements which are independent of any other provision of this Agreement or any other understanding or agreement between the parties, and the existence of any claim or cause of action of Member against Company, of whatsoever nature, shall not constitute a defense to the enforcement by Company of said restrictive covenants.

10.5 Each Member expressly acknowledges and agrees that the business of Company and its Affiliates is highly competitive and that a violation of any of the provisions of Sections 10.2 and/or 10.3 of this Agreement would cause immediate or irreparable harm, loss and damage to Company and Company's Affiliates not adequately compensable by monetary damages. Without limiting any of the other remedies available to Company at law or in equity, each Member agrees that any actual or threatened violation of any provisions of Sections 10.2 and/or 10.3 of this Agreement may be immediately restrained or enjoined by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued in any court of competent jurisdiction without notice and without bond. Additionally, if Company or another Member has purchased the departing Member's Membership Interest, and such departing Member violates the provisions of Sections 10.2 and/or 10.3, the purchaser of the departing Member's Membership Interest may reduce the purchase price for the departing Member's Membership Interest to $1.00 upon written notice to the departing Member.

10.6 It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any portion of this Agreement shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalid under such laws or public policies, such Section or Sections shall be deemed amended to delete therefrom such portion adjudicated, such deletion to apply only with respect to the operation of such Section or Sections in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required, and the parties shall be deemed to have substituted for such portions so deleted words which give the maximum scope permitted under applicable law to such Section or Sections. In the event of litigation between a Member and Company and/or an Affiliate, each Member undertakes to and shall, upon the request of Company and/or its Affiliate, stipulate in such litigation to any and all of the acknowledgments which Member has made in this Agreement.

ARTICLE XI.
MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice given pursuant to this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes to a party (a) if delivered personally to such party or to an executive officer of such party to whom the same is directed, (b) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's facsimile number, as appropriate, which is set forth in this Operating Agreement) by facsimile, with receipt confirmed by telephone, (c) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment thereof, or (d) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by registered or certified mail, postage and charges prepaid. Any such notice shall be deemed to be given (i) upon personal delivery, as provided above, (ii) upon telephonic confirmation of receipt of notice sent by facsimile, as provided above, (iii) one (1) business day after delivery to a regularly scheduled overnight delivery carrier, addressed and sent as provided above, or (iv) three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as provided above.

11.2 Application of Ohio Law. This Operating Agreement and its interpretation shall be governed exclusively by the laws of the State of Ohio. The Members and the Company hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio.

11.3 No Right of Partition. No Member shall have the right to partition any property of the Company during the term of this Operating Agreement, nor shall any Member make application to any court or other authority having jurisdiction in the matter or commence or prosecute any action or proceeding for partition or the sale thereof. Upon any breach of the provisions of this Section 11.3 by any Member, each of the other Members, in addition to all rights and remedies in law and in equity any of them may have, shall be entitled to a decree or order restraining and enjoining such application, action, or proceeding.

11.4 Amendments. This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members; provided, however, that without consent of any Member, the Managers may amend this Operating Agreement to reflect changes validly made in the membership of the Company, including, but not limited to, amending Exhibits A and B to reflect the Percentage Interests and the Capital Contributions of, and other information respecting, the Members.

11.5 Waivers. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Operating Agreement shall not prevent

a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.6 Heirs, Successors, and Assigns. Each provision of this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement and the Act, their respective heirs, legal representatives, successors, and assigns.

11.7 Unenforceable Provision. If any provision of this Operating Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Operating Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

11.8 Entire Operating Agreement. This Operating Agreement contains the entire understanding among the Members with respect to its subject matter.

11.9 Creditors. No provision of this Operating Agreement shall be for the benefit of, or enforceable by, any creditor of the Company.

11.10 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

11.11 Construction. Whenever the singular form of a word is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

11.12 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Operating Agreement.

11.13 Representation. The Members acknowledge that Taft Stettinius & Hollister LLP drafted this Operating Agreement while representing the Company. Each Member has been given the opportunity to retain other counsel to represent the Member's separate interests in connection with this Operating Agreement.

IN WITNESS WHEREOF, the undersigned Members and the Company have executed this Operating Agreement as of the date first written above.

MEMBERS:

____
GARY BOENS

____
WILLIAM FAIR

____
PAUL MOLYNEUX

____
MARK MARTH

THE COMPANY:

INNOMARK WEST LLC

By:____________________________
Paul Molyneux, Manager

By:____________________________
Gary Boens, Manager

By:____________________________
William Fair, Manager

EXHIBIT B

Names and Addresses of Members

Name	Address
William K. Fair	5614 Duck Row, Dayton, Ohio 45429
Paul R. Molyneaux	9341 Patriot Woods Court, Dayton, Ohio 45458
Gary Boens	197 Lookout Drive, Oakwood, Ohio 45419
Mark Marth	14337 Riverside Drive, Unit 4, Sherman Oaks, CA 91423

EXHIBIT A

Members	Percentage Interests	Initial Capital Contributions
Gary Boens	33%	$333.00
William Fair	33%	$333.00
Paul Molyneux	33%	$333.00
Mark Marth	1%*	$1.00
Totals	100%	$1,000

*Marth has an option to purchase an additional 17% Membership Interest in Company as described in the Marth Employment Agreement.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into this 11th day of ~~September~~ October, 2013, by and between Mark Marth ("Executive"), and Innomark Communications LLC ("Company") (Executive and Company shall be referred to individually as "Party" and collectively as "Parties").

WHEREAS, Company desires to retain the services of Executive, and Executive is willing to render such services to Company, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Duties.** During the Term hereof (as defined in Section 2 hereof), Company agrees to employ Executive in such capacity as determined from time to time by Company, and Executive agrees to be employed by Company in such capacity, on the terms and conditions provided in this Agreement. Executive agrees to devote his best commercial efforts and substantially all of his business time, attention, energy, and skill to performing his duties to Company or an Affiliate (as defined in Exhibit C to this Agreement) of Company, as applicable, under this Agreement. On an initial basis, Executive shall serve as the President of Innomark West, LLC, an Affiliate of Company ("Innomark West"). Executive's initial duties shall include, without limitation, those tasks set forth on Exhibit A, which is attached hereto and made a part hereof, and such other duties as prescribed by the Company's Managers. Executive shall report to the Company's Managers.

At Company's option, Company may move Executive to a different senior management position with Company or one of its Affiliates, and Executive agrees that Company may exercise this right at any time during the Term. If at any point Executive is transferred from his position as President of Innomark West, Section 5 of this Agreement shall no longer apply, and Exhibit A to this Agreement shall be revised to reflect the new position of Executive. Any membership interest in Innomark West owned by Executive at the time of the change in position (as described above) is subject to a purchase option by Innomark West and/or its members (other than Executive) as provided in Innomark West's Operating Agreement (the "Operating Agreement").

2. **Term.** Company hereby agrees to employ Executive and Executive hereby accepts such employment for a period of one year (the "Initial Term"). Thereafter, the Agreement will continue for successive one year periods (each a "Renewal Term"), unless terminated by either party by written notice to the other party no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term (the Initial Term and the Renewal Terms shall be referred to collectively as the "Term").

3. **Salary and Discretionary Bonus.** During the Initial Term, Company agrees to pay to Executive a salary of $214,000 per year (the "Salary"). After the Initial Term, the Salary may be modified from time to time in the discretion of the Company. The Salary shall be payable in accordance with Company's standard employee payment practices and subject to deductions for withholding and other applicable taxes. Executive is eligible for a discretionary bonus based on his performance. This bonus is not guaranteed by Company to Executive, and shall be provided at the discretion of the Company's Managers.

4. **Benefits.** Executive shall be entitled to participate in all Company employee benefit programs established by Company in accordance with the terms and conditions applicable to employees of Company who are of a similar position, including any retirement, group health, vacation and sick leave, to which such employees of Company are generally entitled. A summary of benefits presently applicable to Executive is presented on Exhibit B. The summary of benefits on Exhibit B is qualified in its entirety by the respective Plan documents, which shall control in the case of any conflict or ambiguity. All Plan documents are available upon request from the Human Resources Department. The benefits offered, including the level of employee contribution, are subject to change from time to time in the sole discretion of the Company.

5. **Membership Interest.** Executive shall be provided an opportunity to purchase a one percent (1%) membership interest in Innomark West (the "Membership Interest") for $10.00, which purchase right must be exercised within thirty (30) days after the Effective Date of this Agreement. As a condition to purchasing the Membership Interest, Executive agrees to enter into the Operating Agreement. The Operating Agreement shall include, without limitation, a provision stating that if Executive's employment by Company is terminated for any reason other than for Company's convenience or Company's non-renewal of this Agreement as provided in Section 6(e), during the first five (5) year period after the Effective Date of this Agreement, Innomark West shall repurchase the Membership Interest for $1.00. If Executive's employment is terminated by Company at Company's convenience or due to Company's non-renewal of this Agreement as provided in Section 6(e), during the first five year period after the Effective Date of this Agreement, or if Executive's employment is terminated for any reason after the first five (5) year period after the Effective Date of this Agreement, Innomark West and its other members shall have a right but not the obligation to purchase the Membership Interest for the Value determined in accordance with the Operating Agreement. Additionally, Innomark has certain rights to purchase Executive's Membership Interest for $1.00 if Executive violates its non-competition and non-solicitation obligations set forth in the Operating Agreement. Executive acknowledges and agrees that he has carefully reviewed the Operating Agreement in its entirety and understands its terms and conditions.

At such time as the aggregate net income of Innomark West exceeds the aggregate costs incurred by Company to carry Executive as an employee for a consecutive twelve (12) month period, and further provided that Executive is not in breach of this Agreement or the Operating Agreement and Executive is serving as President of Innomark West at that time, Executive shall have the option to purchase from Innomark West an additional seventeen percent (17%) membership interest in Innomark West for $10.00 per percentage of membership interest. The Company shall provide Executive with a one-time bonus equal to the amount of tax liability actually incurred by Executive arising from the gain realized by Executive to the extent that the option price is less than the fair market value of the membership interest at the time of purchase. Executive must exercise its option to purchase the additional membership interest in Innomark West within thirty (30) days after notice from Innomark West of Executive's right to purchase the additional membership interest.

6. **Termination and Termination Benefits.**

(a) **Termination by Company.**

(1) **Without Cause.** In the event that Executive's employment is terminated "Without Cause" during the Initial Term, Executive shall be entitled to receive, in substantially equal installments (but in any event not less frequently than monthly), an amount of severance pay equal to the Salary for the greater of the remainder of the Initial Term or three (3) months. Executive expressly waives any and all other compensation, damages, or remedies in the event of a termination pursuant to this Section 6(a)(1).

(2) **With Cause.** Company may terminate Executive's employment hereunder "With Cause" upon written notice to Executive. In the event that the Executive is terminated "With Cause," even during the Initial Term, Executive shall be entitled to no additional payments of any kind. For the purposes of this Agreement, "Cause" shall mean (i) gross negligence or willful misconduct in the performance of Executive's duties to Company and/or its Affiliates; (ii) conviction for having committed a felony or other crime causing material harm to the standing and reputation of Company, such as a crime involving moral turpitude; (iii) any act constituting fraud with respect to Company and/or its Affiliates; (iv) any act involving a breach or violation of the fiduciary duties owed by Executive to Company and its members and Affiliates, including without limitation the duties of loyalty and fair dealing; (v) conducting unauthorized transactions on behalf of the Company and/or its Affiliates that result in material economic loss to Company and/or its Affiliates; (vi) failure to pass Company's random drug tests; or (vii) Executive's material breach of any term of this Agreement, the Confidentiality and Assignment of Inventions Agreement attached as Exhibit C, any material provision of Company's Employee Handbook, which breach is not cured within ten (10) business days after written notice of such failure is delivered by Company, or any provision of the Operating Agreement. Executive expressly waives any and all other compensation, damages, or remedies in the event of a termination pursuant to this Section 6(a)(2).

(b) **Voluntary Termination by Executive.** If Executive terminates this Agreement at any time during the Term, then he shall be entitled to no additional compensation. Executive expressly waives any and all other compensation, damages, or remedies in the event of a voluntary termination pursuant to this Section 6(b).

(c) **Termination by Death.** If Executive dies prior to the termination of this Agreement, then Executive's heirs and assigns shall be entitled to receive the Salary stipulated in the Agreement for the remainder of the then-current Initial Term or Renewal Term, as applicable, up to a maximum of six months of remaining time, provided that: (i) Executive agrees that the Company has an insurable interest in Executive and cooperates in the insurance underwriting process; and (ii) Executive passes an insurance examination if required by the carrier.

(d) **Termination by Long-Term Disability.** In the event Executive qualifies for long-term disability insurance benefits under the Company's disability insurance plan, the Executive shall be entitled to the positive difference between the initial salary stipulated in the Agreement and the amount of annual disability benefit under the Company's disability plan for the remainder of the then-current Initial Term or Renewal Term, provided that the remainder of the then-current Term cannot exceed six months.

(e) **Expiration of Agreement**. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least sixty days prior to the expiration of the then-current Initial Term or the then-current Renewal Term. If Executive properly elects not to renew this Agreement, then Executive will not be subject to the provisions of Section 6(b) provided Executive demonstrates that he is ready, willing, and able to continue working for the remainder of the then-current Initial Term or Renewal Term and is not in breach of any provision of this Agreement, the Confidentiality and Assignment of Inventions Agreement and the Operating Agreement.

(f) **Condition Precedent to Employment**. Executive's employment and Company's obligations hereunder are conditioned upon: (i) receipt by Company of satisfactory results of its pre-employment screening of Executive; and (ii) Executive's execution of the Confidentiality and Assignment of Inventions Agreement set forth in Exhibit C, which will survive the termination of this Agreement. Executive further acknowledges and agrees that Company may perform random drug testing of its employees (including Executive) from time to time.

7. **Executive Acknowledgments.**

(a) **Confidential Information**. Executive acknowledges that he will sign the Confidentiality and Assignment of Inventions Agreement set forth as Exhibit C, which is fully intended to be an integral part of the employment relationship between Company and Executive.

8. **Representations and Warranties.**

(a) Executive represents and warrants to Company that he has the right to enter into this Agreement and grant the rights granted hereunder, and neither the execution and delivery of this Agreement nor the carrying out of any of the transactions contemplated hereby will in any respect result in any violation of or be in conflict with any term or provision of any applicable law, agreement, document or instrument to which Executive is a party or by which he is bound, including, without limitation, any employment agreements, confidentiality agreements and/or non-competition agreements with prior employers.

(b) Company represents and warrants to Executive that neither the execution and delivery of this Agreement nor the carrying out of any of the transactions contemplated hereby will in any respect result in any violation of or be in conflict with any term or provision of any agreement, document or instrument to which Company is a party or by which it is bound. This Agreement has been duly authorized by all necessary corporate action on behalf of Company. This Agreement has been duly executed and delivered by Company, and constitutes a valid and binding obligation of Company, enforceable in accordance with its terms.

9. **Miscellaneous.**

(a) **Additional Actions and Documents.** Each of the parties hereto hereby agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents, and will obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

(b) **Assignment.** Executive shall not assign his rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior

written consent of Company, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect

(c) **Entire Agreement; Amendment**. This Agreement and the Exhibits attached hereto (including, without limitation, the Confidentiality and Assignment of Inventions Agreement attached hereto as Exhibit C) and the Operating Agreement constitute the entire agreement between the parties hereto with respect to the transactions contemplated herein, and they supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for therein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by the party against whom enforcement of the amendment, modification, or discharge is sought. If there is a conflict between any provision in this Agreement and any other agreement, the more restrictive of the two provisions on Executive's conduct shall prevail.

(d) **Waiver**. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(e) **Governing Law and Venue**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Ohio (excluding the choice of law rules thereof). The parties hereby submit to the exclusive venue and jurisdiction of the state and federal courts located in Montgomery County, Ohio, and waive any objections thereto. EXECUTIVE ACKNOWLEDGES AND AGREES THAT THIS GOVERNING LAW AND VENUE PROVISION CONSTITUTES A MATERIAL TERM OF THIS AGREEMENT, AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT EXECUTIVE'S AGREEMENT THAT OHIO LAW APPLY TO THIS AGREEMENT AND THAT ANY DISPUTES BETWEEN THE PARTIES BE SUBMITTED TO THE EXCLUSIVE VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN MONTGOMERY COUNTY, OHIO.

(f) **Notices**. All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telegram, telecopy or telex, addressed as follows:

(i) If to Company:

Mr. Paul R. Molyneaux
Innomark Communications LLC
3233 South Tech Boulevard
Miamisburg, Ohio 45342

(ii) If to Executive:

Mr. Mark Marth
14337 Riverside Drive, Unit 4
Sherman Oaks, CA 91423

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be hand delivered, sent, mailed, telecopied or telexed in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or (with respect to a telecopy or telex) the answerback being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

(g) **Headings**. Section headings contained in this Agreement are inserted for convenience of reference only shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(h) **Execution in Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

(i) **Limitation on Benefits; Survival**. The covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns. Obligations intended to survive termination of the Term or of this Agreement shall specifically survive such termination in accordance with their respective terms.

(j) **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized officer and Executive has hereunto set his hand as of the date first above written.

MARK MARTH	**INNOMARK COMMUNICATIONS LLC**
______________________ 10-11-13	By: ______________________
	Its: ______________________

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Exhibit A

EMPLOYMENT AGREEMENT
MARK MARTH
DUTIES

- Locate suitable space for Innomark West to lease in Los Angeles, California to house its administrative offices and design and prototyping functions;

- Recruit, train, motivate and maintain a sales force capable of representing the graphic reproduction, specialty packaging and visual merchandising materials (including temporary and permanent displays) product and service offerings of Company and its Affiliates (collectively "Innomark Communications") in the Territory as hereinafter defined. For purposes of this Agreement the "Territory" shall be defined as Arizona, California, Idaho, Nevada, Utah, Washington and Oregon but excludes all existing accounts of Innomark Communications including, but not limited to, PetSmart, Inc., T-Mobil US, Inc., and Wella.

- Develop a diversified mix of Customers with emphasis on the Health & Beauty (including pharmaceuticals and cosmetics), Entertainment, Software, Automotive and Wine and Spirits industries;

- Manage the existing sales force of Innomark Communications within the Territory as required by Innomark Communications;

- Recruit graphic and structural designers capable of creating and presenting award-winning designs to Customers and Prospective Customers of Innomark West;

- Recruit, train, motivate and maintain a staff of customer service representatives and project managers to serve the ongoing needs of Innomark West's Customers;

- Interface, coordinate, cooperate and foster goodwill with the division General Managers of the other Affiliates;

- Be responsible for the following:
    - Annual budget preparation and presentation to the Board of Managers for approval;

Vh

- Achieving annual growth and profit targets outlined in the annual budget or otherwise established by Innomark West's Board of Managers;
- Product pricing based on cost estimates provided by Innomark Communication's manufacturing and service Affiliates;
- Maintaining control over all capital and operating expenditures and adherence to the annual budgets with respect to these items;
- Upholding the corporate ethics at a high standard;
- Safeguarding all corporate assets;
- Maintaining employee safety;
- Employee hiring and firing (subject to budget constraints, Status Change Forms being approved by Innomark Communications, and matrix reporting of Human Resources, Accounting and Information Technology departments);

- Establishing a recognizable brand identity for Innomark Communications in the Territory;

- Developing high-level relationships with Customers and Prospective Customers in the Territory.

- Groom a staff capable of self-management in the likely event you are reassigned to a position of more responsibility at or near the corporate headquarters in Dayton, Ohio;

- Whatever responsibilities that may be assigned to you by Innomark West's Board of Managers;

- Any other duty normally associated with the highest ranking local officer of a decentralized organization.

Exhibit B

Benefits

- Group Medical and Dental coverage in accordance with the respective Plans. There is an employee contribution for these coverages which is subject to changes from time-to-time as corresponding premiums (costs) increase.
- Four weeks paid vacation in accordance with the InnoMark Employee Handbook. Vacation is earned pro rata each year based on the number of days worked in a calendar year consisting of 251 working days.
- Paid Life insurance in the amount of $25,000.00. Employees have an option to buy supplemental life insurance at their expense from the carrier.
- Accidental Death and Dismemberment Insurance coverage.
- Short- and Long- Disability Plans are provided at the Company's expense.
- Participation in the Company's 401(k) plan. The Company currently provides matching contributions equal to 25% of the first 4% and 50% of the next 2% of gross salary Executive contributes into the 401(k) Trust. Executive is eligible to participate after one (1) hour of service.
- There are 10 paid holidays per year.
- Executive will receive a base auto allowance of $700 per month. In addition you will receive $.43 per each ordinary and necessary business mile driven in excess of 12,000 miles per annum. The Company reserves the right to provide a Company-owned vehicle in lieu of the above auto allowance in its sole discretion.
- A Company cell phone and laptop computer (or its equivalent) to enable Executive to transact Company related business and either a Company credit card or prompt reimbursement for those ordinary, necessary, and reasonable business related expenses.
- Company shall reimburse up to $36,000 of Executive's travel and business related expenses expended in support of the business of Company and its Affiliates, in accordance with Company's standard policies.

Exhibit C

INNOMARK COMMUNICATIONS LLC
CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT

This Confidentiality and Assignment of Inventions Agreement (the "Agreement") is made by and between INNOMARK COMMUNICATIONS LLC ("InnoMark") and MARK MARTH ("Executive") effective as of the date indicated below the signature of the last party to execute this Agreement (the "Effective Date").

1. Executive will become privy to Trade Secrets and Confidential Information which belong to InnoMark and its Affiliates (as defined herein) and would be damaging to InnoMark and its Affiliates if in the hands of competitors or others.

2. For purposes of this Agreement the following definitions shall apply:

   a. "Affiliate" shall mean any person or entity controlling, controlled by or under common control with InnoMark whether now existing or hereafter acquired or formed, including, but not limited to, Innomark West LLC, Printing Service Company, Grafcor, Inc., Concept Imaging Group, Inc., Prestige Display and Packaging LLC, Pakmark LLC, IM Interactive LLC, and Impak Acquisition LLC.

   b. "Trade Secrets" shall include any information of InnoMark and its Affiliates that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or business entities who can obtain economic value from its disclosure or use. Trade Secrets shall not include information which is known, or shall become known through no fault of the Executive, to the public or generally known within the industry of businesses comparable to InnoMark and its Affiliates.

   c. "Confidential Information" shall include any and all information of InnoMark and its Affiliates imparted to Executive by InnoMark and/or its Affiliates which, while not rising to the level of Trade Secret, is confidential and proprietary in nature and is revealed and entrusted to Executive by InnoMark and its Affiliates in confidence. Confidential Information includes, but is not limited to, the following information pertaining to InnoMark and its Affiliates: operations, certain technical data, ink formulations, vendor lists and pricing, designs for point-of-purchase displays, estimating standards, Customer information, sales and training materials, marketing and business strategies, Customer pricing, quotations, proposals, project information, methods of doing business, valuation methods, accounting and legal information, financial statements, employee lists, employee

phone numbers, Executive E-Mail addresses, personnel compensation information and business ideas.

d. "Customer" includes any business entity or person with whom InnoMark and/or its Affiliates has received a purchase order from or rendered a billing to during the time period commencing on the Effective Date of this Agreement and continuing for so long as Executive is a Member of InnoMark.

e. "Prospective Customer" includes any business entity or person with whom InnoMark and/or its Affiliates was in active business discussions and negotiations, and to whom InnoMark and/or its Affiliates had presented a written proposal or quotation for its products and services during the time period commencing on the Effective Date of this Agreement and continuing for so long as Executive is a Member of InnoMark.

3. Executive acknowledges and agrees that:

a. All Trade Secrets imparted to Executive by InnoMark or its Affiliates, or otherwise obtained by Executive, at any time, relating to InnoMark's and its Affiliates' business, its and their operations, technical product data, its and their Customers' or Prospective Customers' preferences or idiosyncrasies, its and their suppliers' and subcontractors' pricing methodology for products and services, marketing, computer programs in source or object code format, and any other such proprietary and confidential information, is the property of InnoMark and/or its Affiliates, as applicable, and is revealed and entrusted to Executive in confidence, solely in connection with and for the purpose of employment on behalf of InnoMark.

b. All Confidential Information imparted to Executive by InnoMark and/or its Affiliates, or otherwise obtained by Executive, is the property of InnoMark and/or its Affiliates, as applicable, and shall be held in confidence for use solely in connection with and for the purpose of employment on behalf of InnoMark and/or its Affiliates for the InnoMark and/or Affiliate business.

c. InnoMark and/or its Affiliates have developed or purchased the information and data which comprise InnoMark's Trade Secrets and Confidential Information at substantial expense in a market in which InnoMark and its Affiliates face intense competition.

d. InnoMark and its Affiliates will suffer immediate and irreparable harm, loss and damage not adequately compensable by monetary damages if Executive violates one of the provisions of Section 4 of this Agreement.

e. All of the covenants contained in Section 4 of this Agreement constitute restrictive covenants which are necessary for the protection of InnoMark's and its Affiliates' business and Customer relationships, and which are reasonable to Executive, InnoMark and the public. Executive acknowledges and agrees that, upon termination of Executive's employment hereunder, Executive will be in a position to earn a sufficient livelihood without violating any of the provisions of Section 4 of this Agreement.

4. As a condition of accepting employment with InnoMark, Executive agrees:

a. Except as required by law, Executive will not at any time directly or indirectly, either during or after the term of employment, divulge any Trade Secrets or Confidential Information to any other person or entity whomsoever, nor use or permit the use of any Trade Secret, other than pursuant to Executive's employment on behalf of InnoMark.

b. Upon the termination of employment under any circumstances, Executive shall not remove from InnoMark's or its Affiliates' place of business and shall promptly tender to InnoMark or to Affiliate all documents, lists, records, computer stored data (with accompanying passwords) and any other items, and reproductions thereof, of any kind, in Executive's possession or control containing Trade Secrets or Confidential Information.

c. Executive agrees to guard and protect: (a) the Trade Secrets and Confidential Information relating to InnoMark's business and operations and that of its Affiliates; and (b) similar confidential information owned by others which Executive knows InnoMark and its Affiliates is obligated by contract to keep confidential.

d. Upon termination of employment, Executive shall immediately return to InnoMark and/or its Affiliates any and all other property belonging to or relating to InnoMark and its Affiliates which has been in the possession, custody or control of Executive, including, without limitation, any and all computers, notebook and tablet computing devices, office keys, file keys, automobiles and keys thereto, mobile phones, identification cards, security cards, credit cards, computer access codes, Customer lists and data, reports, memoranda, notes, financial data (including, without limitation, balance sheets, profit and loss statements, projections, forecasts, sales reports, proposals and budgets), marketing materials, training materials, samples, voice mail access and any other such material and other property which Executive prepared, or helped to prepare, or which Executive had access, and any and all copies or recordings of and extracts from any such materials and other property.

e. Executive agrees that Executive shall promptly disclose and assign and/or transfer all rights in any proprietary systems, programs, ideas, processes, inventions, experiments, developments and/or improvements relating to InnoMark's and its Affiliates' business to InnoMark, conceived or developed by Executive, whether alone or with others, during the term of this Agreement, and for one year thereafter. If InnoMark elects to seek a patent, trademark, copyright or other protection with respect to any of the above, Executive shall at InnoMark's expense, assist InnoMark in obtaining such protection and executing and delivering all documents, including patent, trademark and copyright applications, and shall take any other action necessary to obtain Letters, Patent or other such protection as will vest InnoMark, its successors and assigns, with full title thereto.

f. Executive hereby acknowledges that any patents, copyrights or trademarks created while employed by InnoMark shall be considered a work made for hire with title thereto belonging to InnoMark.

g. In the event that Executive is served with a subpoena or court order in connection with disclosure of Trade Secrets or Confidential Information, Executive shall give immediate notice thereof to InnoMark, together with a copy of such subpoena or court order.

5. The restrictive covenants contained in Section 4 of this Agreement shall be construed as agreements which are independent of any other provision of this Agreement or any other understanding or agreement between the parties, and the existence of any claim or cause of action of Executive against InnoMark, of whatsoever nature, shall not constitute a defense to the enforcement by InnoMark of said restrictive covenants.

6. Executive expressly acknowledges and agrees that the business of InnoMark and its Affiliates is highly competitive and that a violation of any of the provisions of Section 4 of this Agreement would cause immediate or irreparable harm, loss and damage to InnoMark and its Affiliates not adequately compensable by monetary award. Without limiting any of the other remedies available to InnoMark at law or in equity, Executive agrees that any actual or threatened violation of any provisions of Section 4 of this Agreement may be immediately restrained or enjoined by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued in any court of competent jurisdiction without notice and without bond.

7. It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any portion of this Agreement shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalid under such laws or public policies, such Section or

Sections shall be deemed amended to delete therefrom such portion adjudicated, such deletion to apply only with respect to the operation of such Section or Sections in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required, and the parties shall be deemed to have substituted for such portions so deleted words which give the maximum scope permitted under applicable law to such Section or Sections. In the event of litigation between Executive and InnoMark and/or an Affiliate, Executive undertakes to and shall, upon the request of InnoMark and/or an Affiliate, stipulate in such litigation to any and all of the acknowledgments which Executive has made in this Agreement.

8. This Agreement may not be assigned by either party whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of InnoMark arising out of this Agreement may be assigned to an Affiliate or successor to the business and purchaser of substantially all of the assets of InnoMark and its Affiliates. The Affiliates are an intended third party beneficiary of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives and assigns.

9. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any of the terms and conditions of this Agreement.

10. All discussions, correspondence, understandings, and agreements heretofore made between the parties with respect to confidentiality are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties, and the same is entered into with no party relying upon any statement or representation made by or on behalf of any party not embodied in this Agreement. Any modification of this Agreement may be made only by a written agreement signed by both of the parties to this Agreement.

11. This Agreement is being executed, accepted and delivered in the State of Ohio and the validity construction and enforceability of this Agreement shall be governed in all respects by domestic laws of the United States and the State of Ohio. The parties hereto irrevocably, unconditionally, and exclusively consent to personal jurisdiction and venue in any state or federal court of competent jurisdiction sitting in Montgomery County, Ohio, for purposes of any suit, action or proceeding arising out of or related to this Agreement, any alleged breach or violation of this Agreement or any dispute between the parties, and any objections to such jurisdiction and venue are hereby expressly waived by the parties.

12. The parties represent and warrant to each other that they have read this Agreement in its entirety, that they understand the terms of this Agreement and understand that the terms of this Agreement are legally enforceable, that they have had ample opportunity to negotiate with each other with regard to all of its terms, and they have entered into this Agreement freely and voluntarily, that they have full power, right, authority, and competence to enter into and execute this Agreement. Executive specifically represents that Executive had the opportunity to review this Agreement with counsel of Executive's own choosing.

InnoMark By: ______________________

Title: ______________________

Date: ______________________

Mark Marth: ______________________

Date: 10-11-13

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARK MARTH, Plaintiff, v. INNOMARK COMMUNICATIONS, LLC; INNOMARK WEST, LLC; and DOES 1-100, INCLUSIVE, Defendants.	Case No. 2:16-cv-08136-AFM **INNOMARK COMMUNICATIONS LLC'S NOTICE OF MOTION AND MOTION TO DISMISS UNDER F.R.C.P. 12(b)(3) OR, IN THE ALTERNATIVE TO TRANSFER FOR IMPROPER VENUE (28 U.S.C. § 1406(a))** [Filed concurrently with: Memorandum of Points and Authorities; Declaration of Wendy Sugg; and [Proposed] Order] **Date: December 6, 2016** **Time: 10:00 a.m.** **Place: Courtroom H, 9th Floor** **Judge: Mag. Alexander F. MacKinnon**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on **December 6, 2016**, at **10:00 a.m.**, or as soon thereafter as the matter may be heard in the above-entitled Court, located at 312 N. Spring Street, Courtroom H, 9th Floor, Los Angeles, CA 90012, defendant Innomark Communications LLC ("Innomark" or "Defendant"), will move the Court for an Order granting its Motion To Dismiss the Complaint Under F.R.C.P. 12(b)(3) or, in the Alternative, to Transfer For Improper Venue.

This motion is made pursuant to Rule 12(b)(3) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1406(a) on the grounds that venue is not proper in the United States District Court for the Central District of California. Plaintiff Marth entered into an employment agreement and a limited liability company operating agreement, both of which contain venue provisions that mandate that all disputes regarding either agreement be heard in the state or federal courts located in Montgomery County, Ohio. This motion is based on this Notice of Motion, the attached Memorandum of Points and Authorities, the declaration of Wendy Sugg filed herewith, and on such oral and documentary evidence as may be presented at the hearing on the motion.

This motion is made following the conference of counsel pursuant to L.R. 7-3, which took place on November 2, 2016.

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Dated: November 7, 2016

Respectfully submitted,
TROUTMAN SANDERS LLP

By:/s/ Wendy Sugg
Wendy Sugg
Attorneys for Defendant
INNOMARK COMMUNICATIONS LLC

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INNOMARK COMMUNICATIONS LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARK MARTH,

Plaintiff,

v.

INNOMARK COMMUNICATIONS, LLC; INNOMARK WEST, LLC; and DOES 1-100, INCLUSIVE,

Defendants.

Case No. 2:16-cv-08136-AFM

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF INNOMARK COMMUNICATIONS LLC'S MOTION TO DISMISS UNDER F.R.C.P. 12(b)(3) OR, IN THE ALTERNATIVE TO TRANSFER FOR IMPROPER VENUE (28 U.S.C. § 1406(a))

[Filed concurrently with: Notice of Motion and Motion; Declaration of Wendy Sugg; and [Proposed] Order]

Date: December 6, 2016
Time: 10:00 a.m.
Place: Courtroom H, 9th Floor
Judge: Mag. Alexander F. MacKinnon

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendant Innomark Communications LLC ("Innomark" or "Defendant"), respectfully submits this Memorandum of Points and Authorities in support of its motion to dismiss the Complaint under Fed. R. Civ. P. 12(b)(3), or in the alternative, to transfer to the United States District Court for the Southern District of Ohio pursuant to 28 U.S.C. § 1406(a).

Plaintiff Mark Marth was initially hired by Innomark in 2013 and entered into an employment agreement at that time (the "Employment Agreement"). This action arises out of Marth's obligations pursuant to the Employment Agreement and a separate limited liability company operating agreement entered into between Marth, the other members of the LLC (Gary Boens, William Fair, and Paul Molyneaux), and Innomark West LLC ("Innomark West") on or about September 30, 2013 (the "Operating Agreement").

Marth originally filed this action in the California Superior Court for the County of Los Angeles on October 17, 2016. In his complaint, Marth seeks a declaration from the court voiding his obligations to Innomark under both his Employment Agreement and the Operating Agreement. However, neither this Court nor the Superior Court from which this matter was removed is the appropriate forum for this dispute. In both his Employment Agreement and the Operating Agreement, Marth previously agreed to litigate any such claims in the state or federal courts located in Montgomery County, Ohio and there is no legal basis to disregard those contractual terms.

As described more fully below, the Operating Agreement contains, *inter alia,* a clause providing for exclusive jurisdiction over any disputes arising out of the Operating Agreement in Montgomery County, Ohio. The Employment Agreement also contains a provision mandating that the "exclusive venue" for any disputes regarding the Employment Agreement is the state and federal courts located in

Montgomery County, Ohio. By their terms, these unambiguous forum selection clauses bar Marth's complaint, which asks a California court to declare invalid the Operating Agreement's restrictive covenant applicable to the members of the LLC and enjoin Innomark from enforcing it.

The forum selection clauses in the Operating Agreement and the Employment Agreement are presumptively valid and Marth cannot satisfy the heavy burden necessary to bring his claims against Innomark in a California court. Because Marth disregarded the provisions of the valid and enforceable agreements and directly filed suit in California Superior Court, Innomark is now forced to defend this action in an inappropriate forum. The instant matter should therefore be dismissed or transferred to the appropriate forum in the United States District Court for the Southern District of Ohio, Western Division.

II. STATEMENT OF FACTS

Innomark is an Ohio limited liability company, with its principal place of business in Ohio. *See* Declaration of Wendy Sugg ("Sugg Decl."), Ex. 1 at pp. 4-5 (Decl. of Paul R. Molyneaux ("Molyneaux Decl.") at ¶¶ 2, 3). Innomark's primary business is creating retail environments that attract, engage, and convert customers, specifically through designing and producing a variety of retail displays, signage, and packaging. *See* Sugg Decl., Ex. 1 at p. 5 (Molyneaux Decl. at ¶ 4). Innomark's corporate headquarters is located in Ohio and its managing officers all work in Ohio. *Id*. (Molyneaux Decl. at ¶ 3).

Marth is a former Innomark employee who began employment with the company in September 2013. *See* Sugg Decl., Ex. 1 at p. 6 (Molyneaux Decl. at ¶ 8). Marth's Employment Agreement with the company, dated October 11, 2013, specified his job duties, included reference to the terms of his membership interest in Innomark West LLC, and included reference to the Innomark West LLC Operating Agreement as being incorporated into his Employment Agreement. *Id*. (Molyneaux Decl. at ¶ 10). With regard to resolution of disputes, the Employment

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Agreement specified that the parties "hereby submit to the exclusive venue and jurisdiction of the state and federal courts located in Montgomery County, Ohio, and waive any objections thereto." *Id.*, Ex. 1 at p. 15 (Molyneaux Decl. at ¶ 10, Ex. B (Employment Agreement at section 9(e)). The Employment Agreement further provided as follows:

> EXECUTIVE ACKNOWLEDGES AND AGREES THAT THIS GOVERNING LAW AND VENUE PROVISION CONSTITUTES A MATERIAL TERM OF THIS AGREEMENT, AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT EXECUTIVE'S AGREEMENT THAT OHIO LAW APPLY TO THIS AGREEMENT AND THAT ANY DISPUTES BETWEEN THE PARTIES BE SUBMITTED TO THE EXCLUSIVE VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN MONTGOMERY COUNTY, OHIO.

Id.

In connection with his employment with Innomark, Marth was named as the initial President of Innomark West LLC, a newly formed Ohio entity established to aid in the growth and development of Innomark's presence on the West Coast. *See* Sugg Decl., Ex. 1 at p. 6 (Molyneaux Decl. at ¶¶ 9-10). In addition to his employment with Innomark, and executive position at Innomark West, Marth received a membership interest in Innomark West. *Id.* (Molyneaux Decl. at ¶ 12).

In connection with that membership interest, Marth executed an operating agreement with the other members of the company and Innomark West (the "Operating Agreement'). *See* Sugg Decl., Ex. 1 at pp. 6, 27-58 (Molyneaux Decl. at ¶ 13, Ex. C). Among other provisions, the Operating Agreement contains a provision prohibiting the members, including Marth, from competing with Innomark West and its affiliates, including Innomark, for two years following the termination of their interest in Innomark West. *Id.*, Ex. 1 at pp. 51-52 (Molyneaux Decl. at ¶ 13, Ex. C (Operating Agreement section 10.2).

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The Operating Agreement also contains a mandatory forum selection clause which provides for "exclusive jurisdiction and venue" in the state and federal courts in Montgomery County, Ohio. Sugg Decl., Ex. 1 at p. 54 (Molyneaux Decl. at ¶ 13, Ex. C (Operating Agreement section 11.2)). The language of the venue provision is as follows: "11.2 Application of Ohio Law. This Operating Agreement and its interpretation shall be governed exclusively by the laws of the State of Ohio. The Members and the Company hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio." *Id*.

Marth resigned from Innomark on July 20, 2016. At some point thereafter, Marth began employment with Infinity Images, Inc., a direct competitor of Innomark. *See* Sugg Decl., Ex. 1 at pp. 6-7 (Molyneaux Decl. at ¶ 17). Marth commenced this litigation by filing suit in the Superior Court of California for the County of Los Angeles. Marth's Complaint seeks a declaration that the non-compete covenant in the Operating Agreement is invalid under sections 16600 and 17200 of the California Business and Professions Code and seeks an injunction barring Innomark from enforcing the non-compete. Marth's actions in filing that complaint violated the terms of his Employment Agreement and the Operating Agreement. Any action to determine the rights and obligations of the parties under those agreements must be heard by courts in Montgomery County, Ohio.

III. THIS ACTION SHOULD BE DISMISSED OR TRANSFERRED TO THE SOUTHERN DISTRICT OF OHIO (WESTERN DIVISION)

A. Standard of Review

Federal courts sitting in diversity should apply federal law to determine the effect of a forum selection clause. *See Flake v. Medline Indus., Inc.*, 882 F. Supp. 947, 949 (E.D. Cal. 1995), citing *Manetti-Farrow, Inc. v. Gucci America, Inc.*, 858 F.2d 509, 512-13 (9th Cir. 1988); *Doe 1 v. AOL LLC*, 552 F.3d 1077, 1082 (9th Cir. 2009) (per curiam). "These federal standards indicate that a forum selection clause

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should control absent strong countervailing factors." *Flake,* 882 F. Supp. at 949, citing *The Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 15 (1971).

"A forum selection clause is presumptively valid; the party seeking to avoid a forum selection clause bears a 'heavy burden' to establish a ground upon which [the court] will conclude the clause is unenforceable." *Doe 1,* 552 F.3d at 1083, quoting *The Bremen,* 407 U.S. at 17. An opposing party claiming inconvenience also has the burden "to show that trial in the contractual forum will be so gravely difficult and inconvenient that he will, for all practical purposes, be deprived of his day in court." *The Bremen,* 407 U.S. at 18.

If a forum selection clause is enforceable, the Court's inquiry ends and the Court must either dismiss the complaint or transfer the litigation to the parties' selected forum. *See Hegwer v. Am. Hearing & Assocs.*, No. C 11-4942 SBA, 2012 U.S. Dist. LEXIS 24313, at *9-10 (N.D. Cal. Feb. 27, 2012). Section 1406(a) directs the court to "dismiss, or if it be in the interest of justice, transfer" a case filed in the wrong division or district. 28 U.S.C. § 1406(a).

B. The Forum Selection Clauses in the Agreements are Valid and Require Marth to Litigate His Claims in Ohio

The parties' forum selection clauses in the Employment Agreement and the Operating Agreement require "exclusive jurisdiction and venue" in the state and federal courts located in Montgomery County, Ohio. Sugg Decl., Ex. 1 at p. 54 (Molyneaux Decl., Ex. B (Operating Agreement at section 11.2)); Sugg Decl., Ex. 1 at p. 15 (Molyneaux Decl., Ex. C (Employment Agreement at section 9(e))). The Operating Agreement and its provisions regarding competition by members of the LLC forms the basis of all of Marth's claims, but Marth ignored the forum selection provision in that agreement and filed suit in California state court. The instant motion is necessary to dismiss his claims or transfer the case to the proper forum where the substantive issues may be adjudicated.

The presumptively valid forum selection clauses designate "exclusive jurisdiction and venue [in] the state and federal courts located in Montgomery County, Ohio" (Operating Agreement") and "exclusive venue and jurisdiction of the state and federal courts located in Montgomery County, Ohio" (Employment Agreement). The Employment Agreement continues:

> [MARTH] ACKNOWLEDGES AND AGREES THAT THIS GOVERNING LAW AND VENUE PROVISION CONSTITUTES A MATERIAL TERM OF THIS AGREEMENT, AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT [MARTH]'S AGREEMENT THAT OHIO LAW APPLY TO THIS AGREEMENT AND THAT ANY DISPUTES BETWEEN THE PARTIES BE SUBMITTED TO THE EXCLUSIVE VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN MONTGOMERY COUNTY.

Sugg Decl., Ex 1 at p. 15 (Molyneaux Decl. at ¶ 10, Ex. B (Employment Agreement at section 9(e))).

The Employment Agreement acknowledges Marth's intent to enter into the Operating Agreement. *Id.*, Ex. 1 at pp. 11-12 (Molyneaux Decl., Ex. B. at sections 1, 5). Further integrating the two agreements, the Employment Agreement incorporates the Operating Agreement into its terms. *See* Sugg Decl., Ex. at p. 15 (Molyneaux Decl., Ex. B at section 9(c)). The forum selection provisions in both agreements require the case to be heard in either Ohio state court or federal court. The clauses call for "exclusive" jurisdiction and venue and are therefore mandatory, not merely permissive. *See N. Cal. Dist. Council of Laborers v. Pittsburg–Des Moines Steel Co*., 69 F.3d 1034, 1036–37 (9th Cir. 1995) ("To be mandatory, a clause must contain language that clearly designates a forum as the exclusive one."); *Manetti-Farrow, Inc.*, 858 F. 2d at 511 (clause containing the phrase "sole jurisdiction" was a mandatory and enforceable venue provision).

The forum selection clauses here are fair and reasonable and should be enforced. Any argument that plaintiff was unable to understand the import of the

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forum selection clause is unavailing. Plaintiff was an experienced professional and executive who was to earn an initial base salary of $214,000 per year with Innomark and earned a salary of $264,000 (plus bonuses and other compensation) in his last year of employment. *See* Sugg Decl., Ex. 1 at p. 6 (Molyneaux Decl. ¶¶ 10,16); *see also Spradlin v. Lear Siegler Mgmt. Servs.*, 926 F.2d 865, 869, 869 n. 4 (9th Cir. 1991) (enforcing forum selection clause designating Saudi Arabian forum and finding that "[f]rom the title of his job [Deputy Program Manager, Operations] and his $60,000 salary, we surmise that the appellant was not entirely unsophisticated").

The reasonableness of the forum selection clause is also evidenced by the business realities faced by corporations such as Innomark that do business around the country and would be harmed by being subjected to widely dispersed forums. This point was articulated by the district court in *Flake v. Medline Industries, Inc.*, a case with a factual history similar to the one here. In *Flake,* the defendant, Medline, was a medical supplies vendor based in Illinois, and the plaintiff was an individual based in California who was hired to sell products in Northern California. *See Flake*, 882 F. Supp. at 948. The plaintiff brought suit in California Superior Court and Medline removed the suit to federal court based on diverse citizenship of the parties. *Id.* at 949. The district court upheld the forum selection clause designating an Illinois forum, partly on the basis that "the clause will allow Medline to conserve its resources, and defendant otherwise might be subject to litigation from sales representatives in numerous different places, much like the cruise line in *Carnival Cruise.* Furthermore, [plaintiff's] logistical difficulties would not be any greater than those of the discharged employee in *Spradlin.*" *Id.* at 948.

As in *Flake,* the failure to uphold the forum selection clause here would unfairly subject Innomark to litigation from employees across the country. By establishing Ohio forums in the forum selection clause, Innomark and potential litigants do not confront as many procedural uncertainties as they otherwise would

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in the absence of the clause. *See Carnival Cruise Lines, Inc. v. Shulte,* 499 U.S. 585, 593-94 (1991) ("a clause establishing *ex ante* the forum for dispute resolution has the salutary effect of dispelling any confusion about where suits arising from the contract must be brought and defended, sparing litigants the time and expense of pretrial motions to determine the correct forum and conserving judicial resources that otherwise would be devoted to deciding those motions.")

Because both the Operating Agreement and the Employment Agreement between Marth and Innomark contain valid and enforceable forum selection clauses designating Ohio state and federal courts as the exclusive proper forums, Marth's action should be dismissed pursuant to Rule 12(b)(3).

C. Alternatively, This Court May Exercise Its Discretion and Transfer the Action to a Proper Forum, i.e., the Southern District of Ohio.

In the event this Court is not inclined to dismiss this case based on improper venue, it should exercise its discretion to transfer the action to the Southern District of Ohio pursuant to the forum selection clauses and 28 U.S.C. § 1406. Section 1406(a) directs the Court to "dismiss, or if it be in the interest of justice, transfer" a case filed in the wrong division or district. *See Flake*, 882 F. Supp. at 952 (transferring the case to the Northern District of Illinois under 28 U.S.C. § 1406 rather than dismissing the case under Rule 12(b)(3).

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IV. CONCLUSION

For the foregoing reasons, Innomark respectfully requests that the Court grant its motion to dismiss Marth's Complaint, or, in the alternative, to transfer Marth's action to the United States District Court for the Southern District of Ohio, Western Division (Dayton).

Dated: November 7, 2016

Respectfully submitted,
TROUTMAN SANDERS LLP

By:/s/ Wendy Sugg
Wendy Sugg
Attorneys for Defendant
INNOMARK COMMUNICATIONS LLC

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARK MARTH,

Plaintiff,

v.

INNOMARK COMMUNICATIONS, LLC; INNOMARK WEST, LLC; and DOES 1-100, INCLUSIVE,

Defendants.

Case No. 2:16-cv-08136-AFM

DECLARATION OF WENDY SUGG IN SUPPORT OF INNOMARK COMMUNICATIONS LLC'S MOTION TO DISMISS UNDER F.R.C.P. 12(b)(3) OR, IN THE ALTERNATIVE TO TRANSFER FOR IMPROPER VENUE (28 U.S.C. § 1406(a))

[Filed concurrently with: Notice of Motion and Motion; Memorandum of Points and Authorities; and [Proposed] Order]

Date: December 6, 2016
Time: 10:00 a.m.
Place: Courtroom H, 9th Floor
Judge: Mag. Alexander F. MacKinnon

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DECLARATION OF WENDY SUGG

I, Wendy Sugg, declare as follows:

1. I am an attorney in the law firm of Troutman Sanders LLP, counsel of record in this action for Innomark Communications LLC ("Defendant"). I am a member in good standing of the State Bar of California. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, could and would testify competently to such facts under oath.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Declaration of Paul R. Molyneaux, dated November 1, 2016. This declaration was previously submitted to the Court in support of Defendant's Notice of Removal of Action Pursuant to 28 U.S.C. § 1332(a), and is submitted in support of Defendant's Motion to Dismiss.

I declare under penalty of perjury, under the laws of the United States of America and the State of California, that the foregoing is true and correct. Executed this 7th day of November, 2016, at Irvine, California.

/s/ Wendy Sugg
Wendy Sugg

EXHIBIT 1

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wendy.sugg@troutmansanders.com
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Attorneys for Defendant
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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARK MARTH,

Plaintiff,

v.

INNOMARK COMMUNICATIONS, LLC; INNOMARK WEST, LLC; and DOES 1-100, INCLUSIVE,

Defendants.

Case No.

DECLARATION OF PAUL R. MOLYNEAUX IN SUPPORT OF NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1332(a)

I, Paul R. Molyneaux, declare as follows:

1. I am one of three equal Members, and an authorized agent, of Innomark Communications LLC ("Innomark" or "Defendant"). I have been a Member of Innomark since its formation in September 2000. I have knowledge of the facts set forth herein based on my personal knowledge and/or my review of business records and files of Innomark. If called as a witness, I could and would competently testify to the matters stated herein.

2. Innomark was originally formed under the laws of the State of Delaware on September 1, 2000. On September 29, 2000, Innomark registered to do business in Ohio as a foreign LLC. On December 16, 2015, Innomark

domesticated and converted its records to the custody and control of the Ohio Secretary of State. A true and correct copy of the Certificate of Good Standing from the office of the Secretary of State for the State of Ohio is hereby attached as Exhibit A.

3. Innomark's corporate headquarters and the majority of its corporate officers were, at the time this action was filed, and all times thereafter, located in Ohio. Ohio is also where the majority of decisions regarding corporate policy and administration are made, including but not limited to decisions regarding human resources, operations, company policies and practices, payroll, and revenue management. Innomark's principal place of business is in Ohio.

4. Innomark's primary business is creating retail spaces that attract, engage, and convert customers, specifically through designing and producing a variety of retail displays, signage, and packaging.

5. Innomark provides in-house design and manufacturing of Visual Merchandising Materials, which include retail signage; temporary and permanent product displays; packaging including folding cartons, specialty packaging, and setup boxes; and branded merchandise. Innomark also employs graphic designers who help customers create advertisements or marketing displays through concepts and renderings. Innomark prints the final product and completes any necessary assembly. Innomark prepares the final product for shipment and ships anywhere in North America from its Midwest location.

6. On September 9, 2013, Innomark West LLC ("Innomark West") was formed under the laws of the State of Ohio. On October 3, 2013, Innomark West, registered as a foreign LLC to do business in the State of California. On December 31, 2015, Innomark West merged out of existence, was absorbed by Innomark, and is no longer an existing corporate entity.

7. I was a member of Innomark West.

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8. Marth was hired by Innomark in September 2013 to assist in the growth and development of Innomark's presence on the West Coast, including in California.

9. Innomark West was formed to aid in the growth and development of Innomark's presence on the West Coast.

10. Marth was initially hired to be the President of Innomark West at a salary of $214,000. In connection with his employment, Marth executed an Employment Agreement with Innomark. A true and accurate copy of the Employment Agreement is attached as Exhibit B.

11. Upon information and belief, Marth has at all relevant times been a citizen and resident of the State of California, including at the time this action was filed and at the time of removal.

12. In addition to Marth's employment with Innomark, and position as an executive of Innomark West, he became a member of Innomark West.

13. In connection with his membership in Innomark West, Marth executed the Innomark West Operating Agreement in October 2013. A true and accurate copy of the Operating Agreement is attached as Exhibit C.

14. On or about December 16, 2015, Marth's interest in Innomark West terminated through Membership Interest Redemption Agreement with Innomark West (the "Redemption"). A true and accurate copy of the Redemption is attached as Exhibit D.

15. On December 31, 2015, Innomark West was merged out of existence and absorbed by Innomark.

16. The employment relationship between Plaintiff and Innomark was terminated on July 20, 2016. At the time of that termination, Plaintiff's salary was $264,000 annually, not including bonuses and benefits.

17. Upon information and belief, Marth is now employed at Infinity

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Images, Inc. ("Infinity Images"). Infinity Images is a direct competitor of Innomark.

18. Upon information and belief, Infinity Images offers full-service printing for marketing and advertising projects. Infinity Images employs designers that work with clients to develop images or "advanced immersive visual experiences". It provides full printing services on site as well as 3D engineering for retail displays and other projects. Infinity Images is based in Portland, Oregon and offers services all across North America. Infinity Images is a direct competitor of Innomark.

I declare under penalty of perjury, under the laws of the United States of America and the State of California, that the foregoing is true and correct. Executed this 1st day of November, 2016, at Dayton, Ohio.

Paul R. Molyneaux

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show INNOMARK COMMUNICATIONS LLC, an Ohio For Profit Limited Liability Company, Registration Number 1185214, was organized within the State of Ohio on September 29, 2000, is currently in FULL FORCE AND EFFECT upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 1st day of November, A.D. 2016.

Ohio Secretary of State

Validation Number: **201630603444**

EXHIBIT B

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into this 11th day of ~~September~~ October, 2013, by and between Mark Marth ("Executive"), and Innomark Communications LLC ("Company") (Executive and Company shall be referred to individually as "Party" and collectively as "Parties").

WHEREAS, Company desires to retain the services of Executive, and Executive is willing to render such services to Company, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Duties.** During the Term hereof (as defined in Section 2 hereof), Company agrees to employ Executive in such capacity as determined from time to time by Company, and Executive agrees to be employed by Company in such capacity, on the terms and conditions provided in this Agreement. Executive agrees to devote his best commercial efforts and substantially all of his business time, attention, energy, and skill to performing his duties to Company or an Affiliate (as defined in Exhibit C to this Agreement) of Company, as applicable, under this Agreement. On an initial basis, Executive shall serve as the President of Innomark West, LLC, an Affiliate of Company ("Innomark West"). Executive's initial duties shall include, without limitation, those tasks set forth on Exhibit A, which is attached hereto and made a part hereof, and such other duties as prescribed by the Company's Managers. Executive shall report to the Company's Managers.

At Company's option, Company may move Executive to a different senior management position with Company or one of its Affiliates, and Executive agrees that Company may exercise this right at any time during the Term. If at any point Executive is transferred from his position as President of Innomark West, Section 5 of this Agreement shall no longer apply, and Exhibit A to this Agreement shall be revised to reflect the new position of Executive. Any membership interest in Innomark West owned by Executive at the time of the change in position (as described above) is subject to a purchase option by Innomark West and/or its members (other than Executive) as provided in Innomark West's Operating Agreement (the "Operating Agreement").

2. **Term.** Company hereby agrees to employ Executive and Executive hereby accepts such employment for a period of one year (the "Initial Term"). Thereafter, the Agreement will continue for successive one year periods (each a "Renewal Term"), unless terminated by either party by written notice to the other party no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term (the Initial Term and the Renewal Terms shall be referred to collectively as the "Term").

3. **Salary and Discretionary Bonus.** During the Initial Term, Company agrees to pay to Executive a salary of $214,000 per year (the "Salary"). After the Initial Term, the Salary may be modified from time to time in the discretion of the Company. The Salary shall be payable in accordance with Company's standard employee payment practices and subject to deductions for withholding and other applicable taxes. Executive is eligible for a discretionary bonus based on his performance. This bonus is not guaranteed by Company to Executive, and shall be provided at the discretion of the Company's Managers.

4. **Benefits.** Executive shall be entitled to participate in all Company employee benefit programs established by Company in accordance with the terms and conditions applicable to employees of Company who are of a similar position, including any retirement, group health, vacation and sick leave, to which such employees of Company are generally entitled. A summary of benefits presently applicable to Executive is presented on Exhibit B. The summary of benefits on Exhibit B is qualified in its entirety by the respective Plan documents, which shall control in the case of any conflict or ambiguity. All Plan documents are available upon request from the Human Resources Department. The benefits offered, including the level of employee contribution, are subject to change from time to time in the sole discretion of the Company.

5. **Membership Interest.** Executive shall be provided an opportunity to purchase a one percent (1%) membership interest in Innomark West (the "Membership Interest") for $10.00, which purchase right must be exercised within thirty (30) days after the Effective Date of this Agreement. As a condition to purchasing the Membership Interest, Executive agrees to enter into the Operating Agreement. The Operating Agreement shall include, without limitation, a provision stating that if Executive's employment by Company is terminated for any reason other than for Company's convenience or Company's non-renewal of this Agreement as provided in Section 6(e), during the first five (5) year period after the Effective Date of this Agreement, Innomark West shall repurchase the Membership Interest for $1.00. If Executive's employment is terminated by Company at Company's convenience or due to Company's non-renewal of this Agreement as provided in Section 6(e), during the first five year period after the Effective Date of this Agreement, or if Executive's employment is terminated for any reason after the first five (5) year period after the Effective Date of this Agreement, Innomark West and its other members shall have a right but not the obligation to purchase the Membership Interest for the Value determined in accordance with the Operating Agreement. Additionally, Innomark has certain rights to purchase Executive's Membership Interest for $1.00 if Executive violates its non-competition and non-solicitation obligations set forth in the Operating Agreement. Executive acknowledges and agrees that he has carefully reviewed the Operating Agreement in its entirety and understands its terms and conditions.

At such time as the aggregate net income of Innomark West exceeds the aggregate costs incurred by Company to carry Executive as an employee for a consecutive twelve (12) month period, and further provided that Executive is not in breach of this Agreement or the Operating Agreement and Executive is serving as President of Innomark West at that time, Executive shall have the option to purchase from Innomark West an additional seventeen percent (17%) membership interest in Innomark West for $10.00 per percentage of membership interest. The Company shall provide Executive with a one-time bonus equal to the amount of tax liability actually incurred by Executive arising from the gain realized by Executive to the extent that the option price is less than the fair market value of the membership interest at the time of purchase. Executive must exercise its option to purchase the additional membership interest in Innomark West within thirty (30) days after notice from Innomark West of Executive's right to purchase the additional membership interest.

6. **Termination and Termination Benefits.**

(a) **Termination by Company.**

(1) **Without Cause.** In the event that Executive's employment is terminated "Without Cause" during the Initial Term, Executive shall be entitled to receive, in substantially equal installments (but in any event not less frequently than monthly), an amount of severance pay equal to the Salary for the greater of the remainder of the Initial Term or three (3) months. Executive expressly waives any and all other compensation, damages, or remedies in the event of a termination pursuant to this Section 6(a)(1).

(2) **With Cause.** Company may terminate Executive's employment hereunder "With Cause" upon written notice to Executive. In the event that the Executive is terminated "With Cause," even during the Initial Term, Executive shall be entitled to no additional payments of any kind. For the purposes of this Agreement, "Cause" shall mean (i) gross negligence or willful misconduct in the performance of Executive's duties to Company and/or its Affiliates; (ii) conviction for having committed a felony or other crime causing material harm to the standing and reputation of Company, such as a crime involving moral turpitude; (iii) any act constituting fraud with respect to Company and/or its Affiliates; (iv) any act involving a breach or violation of the fiduciary duties owed by Executive to Company and its members and Affiliates, including without limitation the duties of loyalty and fair dealing; (v) conducting unauthorized transactions on behalf of the Company and/or its Affiliates that result in material economic loss to Company and/or its Affiliates; (vi) failure to pass Company's random drug tests; or (vii) Executive's material breach of any term of this Agreement, the Confidentiality and Assignment of Inventions Agreement attached as Exhibit C, any material provision of Company's Employee Handbook, which breach is not cured within ten (10) business days after written notice of such failure is delivered by Company, or any provision of the Operating Agreement. Executive expressly waives any and all other compensation, damages, or remedies in the event of a termination pursuant to this Section 6(a)(2).

(b) **Voluntary Termination by Executive.** If Executive terminates this Agreement at any time during the Term, then he shall be entitled to no additional compensation. Executive expressly waives any and all other compensation, damages, or remedies in the event of a voluntary termination pursuant to this Section 6(b).

(c) **Termination by Death.** If Executive dies prior to the termination of this Agreement, then Executive's heirs and assigns shall be entitled to receive the Salary stipulated in the Agreement for the remainder of the then-current Initial Term or Renewal Term, as applicable, up to a maximum of six months of remaining time, provided that: (i) Executive agrees that the Company has an insurable interest in Executive and cooperates in the insurance underwriting process; and (ii) Executive passes an insurance examination if required by the carrier.

(d) **Termination by Long-Term Disability.** In the event Executive qualifies for long-term disability insurance benefits under the Company's disability insurance plan, the Executive shall be entitled to the positive difference between the initial salary stipulated in the Agreement and the amount of annual disability benefit under the Company's disability plan for the remainder of the then-current Initial Term or Renewal Term, provided that the remainder of the then-current Term cannot exceed six months.

(e) **Expiration of Agreement**. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least sixty days prior to the expiration of the then-current Initial Term or the then-current Renewal Term. If Executive properly elects not to renew this Agreement, then Executive will not be subject to the provisions of Section 6(b) provided Executive demonstrates that he is ready, willing, and able to continue working for the remainder of the then-current Initial Term or Renewal Term and is not in breach of any provision of this Agreement, the Confidentiality and Assignment of Inventions Agreement and the Operating Agreement.

(f) **Condition Precedent to Employment**. Executive's employment and Company's obligations hereunder are conditioned upon: (i) receipt by Company of satisfactory results of its pre-employment screening of Executive; and (ii) Executive's execution of the Confidentiality and Assignment of Inventions Agreement set forth in Exhibit C, which will survive the termination of this Agreement. Executive further acknowledges and agrees that Company may perform random drug testing of its employees (including Executive) from time to time.

7. **Executive Acknowledgments.**

(a) **Confidential Information**. Executive acknowledges that he will sign the Confidentiality and Assignment of Inventions Agreement set forth as Exhibit C, which is fully intended to be an integral part of the employment relationship between Company and Executive.

8. **Representations and Warranties.**

(a) Executive represents and warrants to Company that he has the right to enter into this Agreement and grant the rights granted hereunder, and neither the execution and delivery of this Agreement nor the carrying out of any of the transactions contemplated hereby will in any respect result in any violation of or be in conflict with any term or provision of any applicable law, agreement, document or instrument to which Executive is a party or by which he is bound, including, without limitation, any employment agreements, confidentiality agreements and/or non-competition agreements with prior employers.

(b) Company represents and warrants to Executive that neither the execution and delivery of this Agreement nor the carrying out of any of the transactions contemplated hereby will in any respect result in any violation of or be in conflict with any term or provision of any agreement, document or instrument to which Company is a party or by which it is bound. This Agreement has been duly authorized by all necessary corporate action on behalf of Company. This Agreement has been duly executed and delivered by Company, and constitutes a valid and binding obligation of Company, enforceable in accordance with its terms.

9. **Miscellaneous.**

(a) **Additional Actions and Documents.** Each of the parties hereto hereby agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents, and will obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

(b) **Assignment**. Executive shall not assign his rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior

written consent of Company, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect

(c) **Entire Agreement; Amendment.** This Agreement and the Exhibits attached hereto (including, without limitation, the Confidentiality and Assignment of Inventions Agreement attached hereto as Exhibit C) and the Operating Agreement constitute the entire agreement between the parties hereto with respect to the transactions contemplated herein, and they supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for therein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by the party against whom enforcement of the amendment, modification, or discharge is sought. If there is a conflict between any provision in this Agreement and any other agreement, the more restrictive of the two provisions on Executive's conduct shall prevail.

(d) **Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(e) **Governing Law and Venue.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Ohio (excluding the choice of law rules thereof). The parties hereby submit to the exclusive venue and jurisdiction of the state and federal courts located in Montgomery County, Ohio, and waive any objections thereto. EXECUTIVE ACKNOWLEDGES AND AGREES THAT THIS GOVERNING LAW AND VENUE PROVISION CONSTITUTES A MATERIAL TERM OF THIS AGREEMENT, AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT EXECUTIVE'S AGREEMENT THAT OHIO LAW APPLY TO THIS AGREEMENT AND THAT ANY DISPUTES BETWEEN THE PARTIES BE SUBMITTED TO THE EXCLUSIVE VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN MONTGOMERY COUNTY, OHIO.

(f) **Notices.** All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telegram, telecopy or telex, addressed as follows:

(i) If to Company:

Mr. Paul R. Molyneaux
Innomark Communications LLC
3233 South Tech Boulevard
Miamisburg, Ohio 45342

(ii) If to Executive:

Mr. Mark Marth
14337 Riverside Drive, Unit 4
Sherman Oaks, CA 91423

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be hand delivered, sent, mailed, telecopied or telexed in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or (with respect to a telecopy or telex) the answerback being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

(g) **Headings**. Section headings contained in this Agreement are inserted for convenience of reference only shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(h) **Execution in Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

(i) **Limitation on Benefits; Survival**. The covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns. Obligations intended to survive termination of the Term or of this Agreement shall specifically survive such termination in accordance with their respective terms.

(j) **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized officer and Executive has hereunto set his hand as of the date first above written.

MARK MARTH

____

10-11-13

INNOMARK COMMUNICATIONS LLC

By: ______________________________

Its: ______________________________

Exhibit A

EMPLOYMENT AGREEMENT
MARK MARTH
DUTIES

- Locate suitable space for Innomark West to lease in Los Angeles, California to house its administrative offices and design and prototyping functions;

- Recruit, train, motivate and maintain a sales force capable of representing the graphic reproduction, specialty packaging and visual merchandising materials (including temporary and permanent displays) product and service offerings of Company and its Affiliates (collectively "Innomark Communications") in the Territory as hereinafter defined. For purposes of this Agreement the "Territory" shall be defined as Arizona, California, Idaho, Nevada, Utah, Washington and Oregon but excludes all existing accounts of Innomark Communications including, but not limited to, PetSmart, Inc., T-Mobil US, Inc., and Wella.

- Develop a diversified mix of Customers with emphasis on the Health & Beauty (including pharmaceuticals and cosmetics), Entertainment, Software, Automotive and Wine and Spirits industries;

- Manage the existing sales force of Innomark Communications within the Territory as required by Innomark Communications;

- Recruit graphic and structural designers capable of creating and presenting award-winning designs to Customers and Prospective Customers of Innomark West;

- Recruit, train, motivate and maintain a staff of customer service representatives and project managers to serve the ongoing needs of Innomark West's Customers;

- Interface, coordinate, cooperate and foster goodwill with the division General Managers of the other Affiliates;

- Be responsible for the following:
  - Annual budget preparation and presentation to the Board of Managers for approval;

  - Achieving annual growth and profit targets outlined in the annual budget or otherwise established by Innomark West's Board of Managers;
  - Product pricing based on cost estimates provided by Innomark Communication's manufacturing and service Affiliates;
  - Maintaining control over all capital and operating expenditures and adherence to the annual budgets with respect to these items;
  - Upholding the corporate ethics at a high standard;
  - Safeguarding all corporate assets;
  - Maintaining employee safety;
  - Employee hiring and firing (subject to budget constraints, Status Change Forms being approved by Innomark Communications, and matrix reporting of Human Resources, Accounting and Information Technology departments);

- Establishing a recognizable brand identity for Innomark Communications in the Territory;

- Developing high-level relationships with Customers and Prospective Customers in the Territory.

- Groom a staff capable of self-management in the likely event you are reassigned to a position of more responsibility at or near the corporate headquarters in Dayton, Ohio;

- Whatever responsibilities that may be assigned to you by Innomark West's Board of Managers;

- Any other duty normally associated with the highest ranking local officer of a decentralized organization.

Exhibit B

Benefits

- Group Medical and Dental coverage in accordance with the respective Plans. There is an employee contribution for these coverages which is subject to changes from time-to-time as corresponding premiums (costs) increase.
- Four weeks paid vacation in accordance with the InnoMark Employee Handbook. Vacation is earned pro rata each year based on the number of days worked in a calendar year consisting of 251 working days.
- Paid Life insurance in the amount of $25,000.00. Employees have an option to buy supplemental life insurance at their expense from the carrier.
- Accidental Death and Dismemberment Insurance coverage.
- Short- and Long- Disability Plans are provided at the Company's expense.
- Participation in the Company's 401(k) plan. The Company currently provides matching contributions equal to 25% of the first 4% and 50% of the next 2% of gross salary Executive contributes into the 401(k) Trust. Executive is eligible to participate after one (1) hour of service.
- There are 10 paid holidays per year.
- Executive will receive a base auto allowance of $700 per month. In addition you will receive $.43 per each ordinary and necessary business mile driven in excess of 12,000 miles per annum. The Company reserves the right to provide a Company-owned vehicle in lieu of the above auto allowance in its sole discretion.
- A Company cell phone and laptop computer (or its equivalent) to enable Executive to transact Company related business and either a Company credit card or prompt reimbursement for those ordinary, necessary, and reasonable business related expenses.
- Company shall reimburse up to $36,000 of Executive's travel and business related expenses expended in support of the business of Company and its Affiliates, in accordance with Company's standard policies.

Exhibit C

INNOMARK COMMUNICATIONS LLC
CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT

This Confidentiality and Assignment of Inventions Agreement (the "Agreement") is made by and between INNOMARK COMMUNICATIONS LLC ("InnoMark") and MARK MARTH ("Executive") effective as of the date indicated below the signature of the last party to execute this Agreement (the "Effective Date").

1. Executive will become privy to Trade Secrets and Confidential Information which belong to InnoMark and its Affiliates (as defined herein) and would be damaging to InnoMark and its Affiliates if in the hands of competitors or others.

2. For purposes of this Agreement the following definitions shall apply:

   a. "Affiliate" shall mean any person or entity controlling, controlled by or under common control with InnoMark whether now existing or hereafter acquired or formed, including, but not limited to, Innomark West LLC, Printing Service Company, Grafcor, Inc., Concept Imaging Group, Inc., Prestige Display and Packaging LLC, Pakmark LLC, IM Interactive LLC, and Impak Acquisition LLC.

   b. "Trade Secrets" shall include any information of InnoMark and its Affiliates that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or business entities who can obtain economic value from its disclosure or use. Trade Secrets shall not include information which is known, or shall become known through no fault of the Executive, to the public or generally known within the industry of businesses comparable to InnoMark and its Affiliates.

   c. "Confidential Information" shall include any and all information of InnoMark and its Affiliates imparted to Executive by InnoMark and/or its Affiliates which, while not rising to the level of Trade Secret, is confidential and proprietary in nature and is revealed and entrusted to Executive by InnoMark and its Affiliates in confidence. Confidential Information includes, but is not limited to, the following information pertaining to InnoMark and its Affiliates: operations, certain technical data, ink formulations, vendor lists and pricing, designs for point-of-purchase displays, estimating standards, Customer information, sales and training materials, marketing and business strategies, Customer pricing, quotations, proposals, project information, methods of doing business, valuation methods, accounting and legal information, financial statements, employee lists, employee

phone numbers, Executive E-Mail addresses, personnel compensation information and business ideas.

d. "Customer" includes any business entity or person with whom InnoMark and/or its Affiliates has received a purchase order from or rendered a billing to during the time period commencing on the Effective Date of this Agreement and continuing for so long as Executive is a Member of InnoMark.

e. "Prospective Customer" includes any business entity or person with whom InnoMark and/or its Affiliates was in active business discussions and negotiations, and to whom InnoMark and/or its Affiliates had presented a written proposal or quotation for its products and services during the time period commencing on the Effective Date of this Agreement and continuing for so long as Executive is a Member of InnoMark.

3. Executive acknowledges and agrees that:

a. All Trade Secrets imparted to Executive by InnoMark or its Affiliates, or otherwise obtained by Executive, at any time, relating to InnoMark's and its Affiliates' business, its and their operations, technical product data, its and their Customers' or Prospective Customers' preferences or idiosyncrasies, its and their suppliers' and subcontractors' pricing methodology for products and services, marketing, computer programs in source or object code format, and any other such proprietary and confidential information, is the property of InnoMark and/or its Affiliates, as applicable, and is revealed and entrusted to Executive in confidence, solely in connection with and for the purpose of employment on behalf of InnoMark.

b. All Confidential Information imparted to Executive by InnoMark and/or its Affiliates, or otherwise obtained by Executive, is the property of InnoMark and/or its Affiliates, as applicable, and shall be held in confidence for use solely in connection with and for the purpose of employment on behalf of InnoMark and/or its Affiliates for the InnoMark and/or Affiliate business.

c. InnoMark and/or its Affiliates have developed or purchased the information and data which comprise InnoMark's Trade Secrets and Confidential Information at substantial expense in a market in which InnoMark and its Affiliates face intense competition.

d. InnoMark and its Affiliates will suffer immediate and irreparable harm, loss and damage not adequately compensable by monetary damages if Executive violates one of the provisions of Section 4 of this Agreement.

e. All of the covenants contained in Section 4 of this Agreement constitute restrictive covenants which are necessary for the protection of InnoMark's and its Affiliates' business and Customer relationships, and which are reasonable to Executive, InnoMark and the public. Executive acknowledges and agrees that, upon termination of Executive's employment hereunder, Executive will be in a position to earn a sufficient livelihood without violating any of the provisions of Section 4 of this Agreement.

4. As a condition of accepting employment with InnoMark, Executive agrees:

   a. Except as required by law, Executive will not at any time directly or indirectly, either during or after the term of employment, divulge any Trade Secrets or Confidential Information to any other person or entity whomsoever, nor use or permit the use of any Trade Secret, other than pursuant to Executive's employment on behalf of InnoMark.

   b. Upon the termination of employment under any circumstances, Executive shall not remove from InnoMark's or its Affiliates' place of business and shall promptly tender to InnoMark or to Affiliate all documents, lists, records, computer stored data (with accompanying passwords) and any other items, and reproductions thereof, of any kind, in Executive's possession or control containing Trade Secrets or Confidential Information.

   c. Executive agrees to guard and protect: (a) the Trade Secrets and Confidential Information relating to InnoMark's business and operations and that of its Affiliates; and (b) similar confidential information owned by others which Executive knows InnoMark and its Affiliates is obligated by contract to keep confidential.

   d. Upon termination of employment, Executive shall immediately return to InnoMark and/or its Affiliates any and all other property belonging to or relating to InnoMark and its Affiliates which has been in the possession, custody or control of Executive, including, without limitation, any and all computers, notebook and tablet computing devices, office keys, file keys, automobiles and keys thereto, mobile phones, identification cards, security cards, credit cards, computer access codes, Customer lists and data, reports, memoranda, notes, financial data (including, without limitation, balance sheets, profit and loss statements, projections, forecasts, sales reports, proposals and budgets), marketing materials, training materials, samples, voice mail access and any other such material and other property which Executive prepared, or helped to prepare, or which Executive had access, and any and all copies or recordings of and extracts from any such materials and other property.

e. Executive agrees that Executive shall promptly disclose and assign and/or transfer all rights in any proprietary systems, programs, ideas, processes, inventions, experiments, developments and/or improvements relating to InnoMark's and its Affiliates' business to InnoMark, conceived or developed by Executive, whether alone or with others, during the term of this Agreement, and for one year thereafter. If InnoMark elects to seek a patent, trademark, copyright or other protection with respect to any of the above, Executive shall at InnoMark's expense, assist InnoMark in obtaining such protection and executing and delivering all documents, including patent, trademark and copyright applications, and shall take any other action necessary to obtain Letters, Patent or other such protection as will vest InnoMark, its successors and assigns, with full title thereto.

f. Executive hereby acknowledges that any patents, copyrights or trademarks created while employed by InnoMark shall be considered a work made for hire with title thereto belonging to InnoMark.

g. In the event that Executive is served with a subpoena or court order in connection with disclosure of Trade Secrets or Confidential Information, Executive shall give immediate notice thereof to InnoMark, together with a copy of such subpoena or court order.

5. The restrictive covenants contained in Section 4 of this Agreement shall be construed as agreements which are independent of any other provision of this Agreement or any other understanding or agreement between the parties, and the existence of any claim or cause of action of Executive against InnoMark, of whatsoever nature, shall not constitute a defense to the enforcement by InnoMark of said restrictive covenants.

6. Executive expressly acknowledges and agrees that the business of InnoMark and its Affiliates is highly competitive and that a violation of any of the provisions of Section 4 of this Agreement would cause immediate or irreparable harm, loss and damage to InnoMark and its Affiliates not adequately compensable by monetary award. Without limiting any of the other remedies available to InnoMark at law or in equity, Executive agrees that any actual or threatened violation of any provisions of Section 4 of this Agreement may be immediately restrained or enjoined by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued in any court of competent jurisdiction without notice and without bond.

7. It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any portion of this Agreement shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalid under such laws or public policies, such Section or

Sections shall be deemed amended to delete therefrom such portion adjudicated, such deletion to apply only with respect to the operation of such Section or Sections in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required, and the parties shall be deemed to have substituted for such portions so deleted words which give the maximum scope permitted under applicable law to such Section or Sections. In the event of litigation between Executive and InnoMark and/or an Affiliate, Executive undertakes to and shall, upon the request of InnoMark and/or an Affiliate, stipulate in such litigation to any and all of the acknowledgments which Executive has made in this Agreement.

8. This Agreement may not be assigned by either party whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of InnoMark arising out of this Agreement may be assigned to an Affiliate or successor to the business and purchaser of substantially all of the assets of InnoMark and its Affiliates. The Affiliates are an intended third party beneficiary of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives and assigns.

9. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any of the terms and conditions of this Agreement.

10. All discussions, correspondence, understandings, and agreements heretofore made between the parties with respect to confidentiality are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties, and the same is entered into with no party relying upon any statement or representation made by or on behalf of any party not embodied in this Agreement. Any modification of this Agreement may be made only by a written agreement signed by both of the parties to this Agreement.

11. This Agreement is being executed, accepted and delivered in the State of Ohio and the validity construction and enforceability of this Agreement shall be governed in all respects by domestic laws of the United States and the State of Ohio. The parties hereto irrevocably, unconditionally, and exclusively consent to personal jurisdiction and venue in any state or federal court of competent jurisdiction sitting in Montgomery County, Ohio, for purposes of any suit, action or proceeding arising out of or related to this Agreement, any alleged breach or violation of this Agreement or any dispute between the parties, and any objections to such jurisdiction and venue are hereby expressly waived by the parties.

12. The parties represent and warrant to each other that they have read this Agreement in its entirety, that they understand the terms of this Agreement and understand that the terms of this Agreement are legally enforceable, that they have had ample opportunity to negotiate with each other with regard to all of its terms, and they have entered into this Agreement freely and voluntarily, that they have full power, right, authority, and competence to enter into and execute this Agreement. Executive specifically represents that Executive had the opportunity to review this Agreement with counsel of Executive's own choosing.

InnoMark By: ______________________

Title: ______________________

Date: ______________________

Mark Marth: ______________________

Date: 10-11-13

EXHIBIT C

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

INNOMARK WEST LLC,

AN OHIO LIMITED LIABILITY COMPANY

EFFECTIVE AS OF SEPTEMBER 30, 2013

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This Limited Liability Company Operating Agreement is made and entered into effective as of the 30th day of September, 2013 ("**Effective Date**"), by and among GARY BOENS, WILLIAM FAIR, PAUL MOLYNEUX, MARK MARTH (collectively, Boens, Fair, Molyneux and Marth are referred to as the **"Members"** and Innomark West LLC, an Ohio limited liability company (the "**Company**"). The Company's Articles of Organization were filed with the Secretary of State of Ohio on the 9th day of September, 2013. The Members and Company agree as follows:

ARTICLE I.
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"**Act**" means the Ohio Limited Liability Company Act at Ohio Revised Code §1705 et seq., as amended and/or supplemented from time to time.

"**Adjusted Capital Account Deficit**" means, with respect to a Member or Economic Interest Owner, the deficit balance, if any, in that Member's or Economic Interest Owner's Capital Account as of the end of the applicable taxable year, after giving effect to the following adjustments: (i) Increasing the particular Capital Account balance by any amounts (a) described in Treas. Reg. § 1.704-1(b)(2)(ii)(c) that the Member or Economic Interest Owner is obligated to contribute to the Company under this Operating Agreement or applicable law or (b) that the Member is deemed obligated to restore under the penultimate sentences of Treas. Reg. §§ 1.704-2(g)(1) or 1.704-2(i)(5); and (ii) Decreasing the particular Capital Account balance by the items described in Treas. Reg. §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) that pertain to that Member or Economic Interest Owner.

"**Affiliate**" means any person or entity controlling, controlled by or under common control with Company, whether now existing or hereafter acquired or formed, including, but not limited to, Innomark Communications LLC, Printing Service Company, Grafcor, Inc., Concept Imaging Group, Inc., Prestige Display and Packaging LLC, Pakmark LLC, IM Interactive LLC, and Impak Acquisition LLC.

"**Capital Contribution**" means any contribution to the capital of the Company in cash, property, or services by a Member whenever made.

"**Code**" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Customer" means any business entity or person with whom Company and/or Company's Affiliates has received a purchase order from or rendered a billing during the time period from a date which is two years prior to the Effective Date of this Agreement until the date that a Member transfers or otherwise terminates his Membership Interest.

"**Distributable Cash**" means all cash revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, including Members who have made loans to the Company; (ii) all cash expenditures incurred incident to the normal operation of the Company's business, including any amounts required to be paid by the Company pursuant to ARTICLE VI; and (iii) such reserves as the Managers deem reasonably necessary to the proper operation of the Company's business, including any amounts necessary for capital expenditures, for meeting expansion plans, and for providing all necessary working capital and any amounts required to meet any requirement of any loan agreement or covenant to which the Company is subject.

"**Economic Interest**" means a Member's or other Person's share of any or all of the Company's Net Profits, Net Losses, or distributions of the Company's assets pursuant to this Operating Agreement and the Act, but does not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members.

"**Economic Interest Owner**" means the owner of an Economic Interest who is not a Member.

"**Fiscal Year**" means the Company's fiscal year, which shall be the calendar year.

"**Majority Interest**" means one or more Membership Interests which taken together exceed fifty percent (50%) of the aggregate of all Percentage Interests.

"**Manager(s)**" means the Persons appointed or elected to serve as the Board of Managers by the Members holding a Majority Interest of the Membership Interest of Company.

"**Member**" means each of the Persons specified in Section 2.6 of this Operating Agreement and any Person who may hereafter become a Member pursuant to the terms of this Operating Agreement or as otherwise provided under the Act.

"**Membership Interest**" means a Member's entire interest in the Company, including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

"**Net Profits**" and "**Net Losses**" mean for each taxable year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with Section 703 of the Code with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net

Losses (pursuant to this definition) shall be added to such taxable income or loss;

(ii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(iii) if the value of any Company asset is adjusted pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(iv) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the value of the asset on the Company's books, notwithstanding that the adjusted tax basis of such asset differs from such value;

(v) if Company property is reflected on the Company's books at a value that differs from its tax basis, then Company income, gain, loss and deduction shall (in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(g)) include Company income, gain, loss, and deduction determined by reference to the value of such property on the Company's books, but shall exclude income, gain, loss and deduction determined by reference to the value of such property as determined for income tax purposes; and

(vi) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest or Economic Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses.

"**Operating Agreement**" means this Limited Liability Company Operating Agreement as originally executed and as amended, supplemented, and/or restated from time to time.

"**Percentage Interest**" means the percentage interest of each Member or Economic Interest Owner set forth on Exhibit A, as adjusted in accordance with this Operating Agreement.

"**Person**" means any individual, entity, general partnership, limited partnership, limited liability company, corporation, association, joint venture, trust, business trust, or cooperative and the heirs, executors, successors, and assigns of such person.

"Prospective Customer" includes any business entity or person with whom Company and/or Company's Affiliates was in active business discussions and negotiations, and to whom Company and/or Company's Affiliates had presented a written proposal or quotation for its products and services during the time period from a date which is one year prior to the Effective Date of this Agreement until such time as a Member transfers or otherwise terminates his Membership Interest.

"**Transfer**" means any bequest, sale, conveyance, transfer, pledge, encumbrance, assignment, or other disposition, whether voluntary, involuntary, or by operation of law.

"**Treasury Regulations**" or "**Treas. Reg.**" means proposed, temporary, and final regulations promulgated under the Code as of the effective date of the Company's Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II.
FORMATION OF COMPANY

2.1 Formation. Effective as of September 9, 2013, the Company was organized as an Ohio limited liability company, by execution and delivery of the Articles of Organization to the Ohio Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Innomark West LLC.

2.3 Principal Office. The principal office of the Company is located in Miamisburg, Ohio. The Company may locate its principal office at any other place or places as the Managers deem advisable.

2.4 Registered Agent. The Company's initial registered agent is as reflected in the organizational documents filed with the Ohio Secretary of State. The Managers may change the Company's registered agent by filing the name and the Ohio address of the new registered agent with the Ohio Secretary of State pursuant to the Act.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.6 Names of Members. The names and addresses of the Members are set forth in Exhibit B.

2.7 Purpose. Except as expressly restricted by the Company's Articles of Organization or this Operating Agreement, the Company may engage in any lawful act or activity for which a limited liability company may be organized under the Act, and may engage in all other activities incidental or related to the foregoing.

ARTICLE III.
MEETINGS OF MEMBERS

3.1 Meetings. A meeting of Members may be called with the consent of Members holding at least a Majority Interest. The Members holding a Majority Interest may designate any place within or outside the State of Ohio for any meeting of the Members. If no designation is made, the place of meeting shall be the principal executive office of the Company as referenced in Section 2.3.

3.2 Notice of Meetings. The Managers shall provide written notice of a meeting to each Member, stating the place, day, and hour of the meeting, and the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than seven (7), nor more than sixty (60), days before the date of the meeting.

3.3 Quorum. Members holding at least a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members.

3.4 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a majority of the Percentage Interests represented at such meeting in person or by proxy shall be the act of the Members, unless the vote of a greater proportion is otherwise required by the Act or by this Operating Agreement.

3.5 Proxies. At all meetings of Members, a Member may vote in person or by written proxy executed by the Member or the Member's attorney in fact.

3.6 Action by Members Without a Meeting. Members holding a Majority Interest (or such greater proportion as required under the Act) may take action without a meeting by written consent. Any such consent shall be delivered to the Company for inclusion in the minutes or for filing with the Company records. Upon the Company's receipt, the Managers shall deliver a copy of such consent to the Members.

3.7 Waiver of Notice. A Member may at any time waive, in writing, notice of a meeting. By attending a meeting without protesting the lack of proper notice before or at the beginning of the meeting, a Member waives notice of the meeting.

ARTICLE IV.
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

4.1 Capital Contributions.

(a) The Members' initial Capital Contributions to the Company and the fair market value of such Capital Contributions are reflected on Exhibit A. The Managers shall determine the fair market value of all Capital Contributions.

(b) Upon the approval of the Managers, Members shall be required to guarantee or provide any credit support for Company debt in amounts that are proportionate to their respective Membership Interests. Upon the request of the Managers in accordance with Section 7.1 the Members shall be required to make additional Capital Contributions in

amounts that are proportionate to their respective Membership Interests. If any Member declines to make its proportionate additional Capital Contributions or guarantee, the Percentage Interests shall be adjusted as reasonably determined by the Managers to reflect the additional Capital Contributions or guarantees made by other Members.

4.2 No Withdrawal. No Member may withdraw any part of its Capital Account without the unanimous consent of the Members.

4.3 Capital Accounts.

(a) The Company will maintain a separate account ("**Capital Account**") for each Member in accordance with Treas. Reg. § 1.704-1(b)(2)(iv). Each Member's Capital Account will be increased by: (i) the amount of money such Member contributes to the Company; (ii) the fair market value of property such Member contributes to the Company (net of liabilities secured by such contributed property that the Company, under Section 752 of the Code, is considered to assume or take subject to); (iii) allocations of Net Profits to such Member; and (iv) any items in the nature of income and gain which are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d), (e), (f) and/or (g) of Section 5.2. Each Member's Capital Account will be decreased by: (A) the amount of money the Company distributes to such Member; (B) the fair market value of property the Company distributes to such Member (net of liabilities secured by such distributed property that such Member, under Section 752 of the Code, is considered to assume or take subject to); (C) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d), (e), (f), and/or (g) of Section 5.2; and (D) allocations to the account of such Member of Net Losses.

(b) The manner by which the Company maintains Capital Accounts pursuant to this Section 4.3 is intended to comply with the requirements of § 704(b) of the Code and the Treasury Regulations promulgated thereunder. If, in the opinion of the Company's legal counsel or accountants, the manner by which the Company maintains Capital Accounts pursuant to the preceding provisions of this Section 4.3 should be modified in order to comply with § 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 4.3, the method by which the Company maintains Capital Accounts shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(c) Except as otherwise required in the Act, no Member or Economic Interest Owner shall have any liability to restore all or any portion of an Adjusted Capital Account Deficit balance in such Member's or Economic Interest Owner's Capital Account.

(d) Unless the Managers determine that making the adjustments under this Section 4.3(d) are not necessary to preserve the Members' respective economic interests in the Company, the Managers will cause the book values of all of the assets of the Company to be adjusted to equal their respective fair market values, as determined by the Managers, (taking Code § 7701(g) into account as provided in Treas. Reg.

§ 1.704-1(b)(2)(iv)(f)(1)) as of the following times: (i) the acquisition of an additional equity interest in the Company by any new or existing Member in exchange for more than a *de minimis* contribution to the Company's capital; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (including money, but excluding any promissory note of the Company) as consideration for all or part of that Member's Membership Interest; (iii) the grant of more than a *de minimis* equity or profits interest in the Company in consideration for services rendered to or for the benefit of the Company by a Member acting in a "partner capacity" within the meaning of Treas. Reg. § 1.704-1(b)(2)(iv)(f)(5)(iii) or by a new Member acting in a partner capacity or in anticipation of becoming a Member; and (iv) the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g). Following a book up or book down, for purposes of computing the Company's Net Profits or Net Losses, the amount of that adjustment will be taken into account as income, gain, loss or deduction, as the case may be, as if the asset were sold for an amount equal to its adjusted book value as provided by Treas. Reg. § 1.704-1(f)(2). Subsequent allocations of items of income, gain, expense, deduction, and loss that are attributable to that property must, solely for income tax purposes, account, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder, for any variation at the time of that adjustment between the adjusted federal income tax basis of that asset and its book value (reverse 704(c) allocations).

(e) Each Member agrees that (1) the Company is authorized and directed to elect the "Safe Harbor" described in the proposed Revenue Procedure contained in the Internal Revenue Service Notice 2005-43 (the "Notice") and (2) the Company and each of its Members (including a Person to whom Membership Interest are Transferred in connection with the performance of services) agrees to comply with all of the requirements of the Safe Harbor described in the proposed Revenue Procedure with respect to all membership interests transferred in connection with the performance of services while the election is in effect. Each of the Members and the Company agrees not to report the income tax effects of the Safe Harbor Partnership Interest (as defined in the Notice) in a manner inconsistent with the requirements of the proposed Revenue Procedure, including the failure to provide appropriate information returns. Each Member acknowledges that the Notice contains a proposed Revenue Procedure and that the Notice and Revenue Procedure may undergo changes prior to their finalization. Each Member hereby grants to the tax matters partner a power-of-attorney coupled with an interest to amend this Agreement to conform to any changes to the Notice reflected in the final Notice and/or Revenue Procedure in order to permit the Company and its Members to qualify for the Safe Harbor Election (as defined in the Notice).

(f) The book values of certain Company assets will be increased (or decreased, as the case may be) to reflect any adjustments to the adjusted federal income tax basis of those assets pursuant to Code § 734(b) or Code § 743(b), but only to the extent that those adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m). The adjusted book value will thereafter be used for purposes of computing Net Profits and Net Losses (or items, if any of income, gain, expense, deduction, or loss of the Company to be allocated hereunder that is not included in the computation of Net Profits and Net Losses). Unless this Agreement

provides otherwise, all decisions relating to the adjustment of the book value of the Company assets under Code § 754, including the determination of their fair market values at the time of adjustment, will be made by the Managers. To the extent that Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) requires an adjustment to the adjusted tax basis of any asset of the Company under Code § 734(b) or Code § 743(b) to be taken into account in determining the Capital Account balance of any Member, the amount of the adjustment to the Capital Accounts of the Members is to be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset).

4.4 Priority and Return of Capital. No Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner as to the return of Capital Contributions, Net Profits, Net Losses, or distributions; provided that this Section 4.4 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE V.
ALLOCATIONS, DISTRIBUTIONS, ELECTIONS, AND REPORTS

5.1 Allocations of Net Profits and Net Losses. All Net Profits and Net Losses shall be allocated in accordance with the Members' Percentage Interests.

5.2 Special Allocations. Notwithstanding Section 5.1 hereof, the following special allocations shall be made in the following order:

(a) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Treas. Reg. §1.704 2(b)), such deductions shall be allocated to the Members in the same manner as Net Profit or Net Loss is allocated for such period.

(b) Notwithstanding anything to the contrary in this Section 5.2 or ARTICLE V, any item of deduction, loss, or Code Section 705(a)(2)(B) expenditure that is attributable to "partner nonrecourse debt" shall be allocated in accordance with the manner in which the Members bear the economic risk of loss for such debt (determined in accordance with Treas. Reg. §1.704-2(i)).

(c) If there is a net decrease in "Company minimum gain" (within the meaning of Treas. Reg. §1.704-2(d)) for a fiscal year, then, subject to the last paragraph of this Section 5.2, there shall be allocated to each Member items of income and gain for that year equal to that Member's share of the net decrease in minimum gain (within the meaning of Treas. Reg. §1.704-2(g)(2)). The foregoing is intended to be a "minimum gain chargeback" provision as described in Treas. Reg. §1.704-2(f) and shall be interpreted and applied in all respects in accordance with that Regulation.

(d) If during a fiscal year there is a net decrease in partner (Member) nonrecourse debt minimum gain (as determined in accordance with Treas. Reg. §1.704-2(i)(3)), then, in addition to the amounts, if any, allocated pursuant to the preceding

paragraph, any Member with a share of that nonrecourse debt minimum gain (determined in accordance with Treas. Reg. §1.704-2(i)(5)) as of the beginning of the fiscal year shall, subject to the last paragraph of this Section 5.2, be allocated items of income and gain for that year (and, if necessary, for succeeding years) equal to that Member's share of the net decrease in such nonrecourse minimum gain. The foregoing is intended to be the "chargeback of partner [Member] nonrecourse debt minimum gain" required by Treas. Reg. §1.704-2(i)(4) and shall be interpreted and applied in all respects in accordance with that Regulation.

(e) To the extent that Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) requires an adjustment to the adjusted tax basis of any asset of the Company under Code § 734(b) or Code § 743(b) to be taken into account in determining a Capital Account balance, the amount of the adjustment to the Capital Account balances is to be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset). That gain or loss will be specially allocated to the Member or Economic Interest Owner (i) in proportion to their respective interests in the Company (as reasonably determined by the Managers) if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) applies, or (ii) as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

(f) If the allocation of any item of loss or deduction for any Fiscal Year pursuant to Section 5.1 would cause or increase an Adjusted Capital Account Deficit for any Member as of the end of such Fiscal Year, then, to the extent the allocation of such item of loss or deduction would have such effect, it shall be allocated instead (i) first, among those Members having positive balances in their Capital Accounts as of the end of such Fiscal Year in proportion to the positive balances in their respective Capital Accounts, and (ii) thereafter, as provided in Section 5.1. For the purposes of this Section 5.2(f), in determining whether the allocation of any item of loss or deduction for any Fiscal Year pursuant to Section 5.1 would cause or increase an Adjusted Capital Account Deficit of any Member as of the end of such Fiscal Year, such Member's Capital Account shall be reduced for items listed in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4),(5), and (6).

(g) If during any Fiscal Year a Member unexpectedly receives an adjustment, allocation, or distribution described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5), or (6), which causes or increases an Adjusted Capital Account Deficit for a Member, there shall be allocated to the Member items of income and gain (consisting of a pro rata portion of each item of Company income (including gross income) and gain for such year) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The foregoing is intended to be a "qualified income offset" provision as described in Treas. Reg. §1.704-1(b)(2)(ii)(d), and shall be interpreted and applied in all respects in accordance with the applicable Treasury Regulations.

(h) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member(s) to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

5.3 Section 704(c) Allocations.

(a) Items of income, gain, expense, deduction, and loss attributable to property contributed to the Company by a Member are to be allocated, for income tax purposes only, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder to account for any variation at the time of contribution between the adjusted federal income tax basis of that property to the Company and its initial book value, as determined by the Managers pursuant to Section (a).

(b) If the book value of any property of the Company is adjusted on the Company's books under Section 4.3(d), subsequent allocations of items of income, gain, expense, deduction, and loss that are attributable to that property must, solely for income tax purposes, account, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder, for any variation at the time of that adjustment between the adjusted federal income tax basis of that asset and its book value.

(c) All decisions and elections pertaining to the allocations under Subsections (a) and (b) are to be made by the Managers. Allocations under this Section 5.3 are solely for purposes of federal, state, and local income taxes and are not to affect, or in any way be taken into account in computing, any Member's or Economic Interest Owner's Capital Account or share of Net Profits, Net Losses (or items, if any, of income, gain, expense, deduction, or loss to be allocated hereunder that are not included in the computation of Net Income or Net Losses) or distributions under this Agreement. This Section 5.3 is intended to comply with, and grant the Managers the maximum flexibility afforded under, Code § 704(c) and the applicable Treasury Regulations with respect to the decisions and elections to be made thereunder and shall be interpreted and applied in a manner that is consistent with that intention.

5.4 Distributions. All distributions of Distributable Cash shall be approved by the Managers (except for distributions pursuant to Section 5.5) and made to the Members in the same manner as Net Profits and Net Losses are allocated pursuant to Section 5.1. Any proceeds from the sale of Company property which results in a termination of the Company shall be distributed in accordance with ARTICLE VIII. Except for distributions made pursuant to Section 5.5, the Company shall not make distributions to Members at any time during which the Company's: (a) fixed charge coverage ratio is less than 1.15, (b) outstanding loan obligations from all sources is in excess of three (3) times EBITDA on a trailing twelve (12) month basis, or (c) such distribution occurs while the Company is insolvent or such distribution would cause the Company to become insolvent.

5.5 Income Tax Distributions. Except as provided in this Section 5.5, the Company shall make a distribution to each Member at least quarterly (April 15, July 15, October 15, and January 15) in an amount not less than the sum of the highest marginal federal, state, and local income tax rates applicable to any Member multiplied by the amount of Net Profits attributable to the immediately preceding quarter, with all projected allocations made in the same manner as Net Profits and Net Losses are allocated pursuant to Section 5.1. Any amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company

shall be treated as amounts distributed to the relevant Member pursuant to this Section 5.5.

5.6 Financial Statements. The Company shall prepare and deliver to each Member, within ninety (90) days after the close of each Fiscal Year, true and complete financial statements of the Company as of the close of business on the last day of, and for the period constituting, its Fiscal Year. A Member may have performed, at such Member's sole expense, audits of the books and records of the Company, provided that the Member gives the Company reasonable advance notice of any such audit and the audit is conducted during the Company's regular business hours without unduly interfering with the normal conduct of the Company's business.

5.7 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or, except as otherwise specifically provided herein, to return of such Member's Capital Contribution.

ARTICLE VI.
NEW MEMBERS; TRANSFERABILITY

6.1 Admission of New Members.

(a) The Members by approval of Members holding a Majority Interest may raise new capital by admitting new Members.

(b) No Person shall be admitted as a new Member of the Company unless (i) such Person is added as a party to this Operating Agreement and duly and validly agrees in a writing in form and substance satisfactory to the Company to be bound by the terms and conditions of this Operating Agreement (ii) (A) the Members holding a Majority Interest approve the admission of such Person as a new Member or (B) the Transfer to such person of the Membership Interest is a Transfer permitted by this ARTICLE VI, and (iii) required by the Act, notwithstanding any provision in this Operating Agreement to the contrary.

(c) Upon the admission of a new Member in accordance with the Act and this Operating Agreement, there shall be a special closing of the Company's books solely for the purpose of determining the value of the Company on such date by whatever method the Managers, in its sole and absolute discretion, considers reasonable, and the Capital Accounts of the existing Members shall be adjusted accordingly pursuant to Section 4.3(d). Concurrently with such adjustment, the new Member shall pay to the Company such Member's Capital Contribution, the Managers shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member, and the Percentage Interests and Exhibits A and B shall be adjusted accordingly.

6.2 Restrictions on Transfer.

(a) No Member shall Transfer any or all such Member's Membership Interest except as specifically permitted by, and in strict compliance with, this ARTICLE VI. Any purported Transfer by a Member of any or all of such Member's Membership Interest not in strict compliance with this ARTICLE VI shall be null, void, and of no legal force or effect.

(b) A Member shall be permitted to Transfer any or all of such Member's Membership Interest free of the requirements under Sections 6.3 and 6.4 to any or all of (i) one or more of the Persons that is a Member immediately prior to such Transfer, (ii) a trust which has as its sole beneficiaries Persons described in the preceding clause (i), and (iii) the Company (each an "Approved Transferee" and collectively the "Approved Transferees"); provided that such Transfer otherwise complies with the terms of this ARTICLE VI and that concurrently with or prior to any such Transfer, the Company, at its option, shall have received an opinion of counsel acceptable to the Company that such Transfer complies with all applicable federal and state securities laws.

(c) The Company shall not enter any Transfer of a Membership Interest of any Member on the books or records of the Company unless, prior to such Transfer, the Managers have determined that such Transfer is in accordance with the terms of this Operating Agreement.

6.3 Right of First Refusal.

(a) If a Member desires to Transfer any or all of such Member's Membership Interest and solicits or receives a bona fide offer to acquire such Membership Interest that such Member desires to accept (an "**Offer**"), then such Member shall promptly, but not less than ten (10) business days after receipt of the Offer, give the Company and each of the other Members written notice of the Offer (the "**Notice**"). The Notice shall specify: (i) the portion of the Membership Interest which is the subject of the Offer (the "**Offer Interest**"); (ii) the identity, residence address, and resume of the proposed acquiror of the Offer Interest and of each Person that will have a legal or beneficial interest in the Offer Interest (collectively, the "**Proposed Acquirors**"); (iii) all terms of the transaction that is proposed by the Offer; (iv) the price per percentage point for the Offer Interest , including a detailed description of the terms of payment and of any non-cash consideration to be received by such Member (the "**Offer Price**"); and (v) the proposed time and date of closing of the Offer transaction, which shall not be sooner than sixty-one (61) days after receipt by the Company and the other Members of the Notice (the "**Proposed Closing Time**"). True and complete copies of all documents relating to, referencing, or containing the terms and provisions of the proposed Transfer of the Offer Interest must be appended to the Notice.

(b) Beginning on the date the Company receives an effective Notice and ending thirty (30) days thereafter (the "**Company Option Period**"), the Company shall have the exclusive right (but not the obligation) to acquire the Offer Interest, for the Offer Price upon the terms and conditions proposed in the Offer. The Company may exercise its option by delivering, within the Company Option Period, to the Member who has given Notice and to each of the other Members a writing stating that the Company has elected to

acquire the Offer Interest pursuant to this Section 6.3 (the "**Notice of Company Option Exercise**"). The Managers shall decide whether the Company exercises its option. The Notice of Company Option Exercise shall stipulate a closing date for the Company's acquisition of the Offer Interest that shall be on or before the later of (i) sixty (60) days after the date on which the Company received an effective Notice or (ii) the Proposed Closing Time.

(c) If the Company Option Period expires without the Company electing to acquire the Offer Interest, then, for a period of thirty (30) days commencing thirty-one (31) days after the date on which the Company received an effective Notice (the "**Members' Option Period**"), the Members (other than the Member who has given the Notice) shall, in proportion to their respective Percentage Interests (not counting the Percentage Interest held by the Member who has given Notice), have the exclusive right (but not the obligation) to acquire the Offer Interest for the Offer Price upon the terms and conditions proposed in the Offer. Such Members may exercise this option by delivering, within the Members' Option Period, to the Member who has given the Notice and to the Company a writing stating that such Members have elected to acquire the Offer Interest pursuant to this Section 6.3(c) (the "**Notice of Members' Option Exercise**"). The Notice of Members' Option Exercise shall stipulate a closing date for the acquisition of the Offer Interest that shall be on or before the later of (i) seventy (70) days after the date on which the Company received the Notice or (ii) the Proposed Closing Time. If not all Members (other than the Member who has given the Notice) elect to acquire the Offer Interest, the Members that have elected to acquire the Offer Interest may send the Notice of Members' Option Exercise and acquire the Offer Interest, with each such electing Member being entitled to acquire up to that portion of the Offer Interest in proportion to such Member's respective percentage of the total Percentage Interests of the actual purchasers.

(d) If the Offer Price includes non-cash consideration, any of the Members (other than the Member giving the Notice) or the Company may substitute cash in an amount equal to the approximate fair market value (as reasonably determined by the Managers) of the non-cash consideration. If the Offer contains any terms or provisions that the Managers determines will be more onerous to the Company or its Members than to the Proposed Acquirors ("**Evasion Terms**"), the Managers may permit the Company or the Members (other than the Member giving the Notice) to exercise their respective options described in Sections 6.3(b) and 6.3(c) and to acquire the Offer Interest without complying with such Evasion Terms; provided, however, the Managers shall not be permitted to reduce, or to extend the time for payment of, cash consideration included in the Offer Price which is (i) not contingent, (ii) fixed in amount, and (iii) payable on a date fixed by the Offer. The provisions of this Section 6.3(d) shall not be avoided by the inclusion in any Offer of terms and provisions that would have the effect (actual or potential) of making the Offer more onerous or expensive if consummated by the Company or the Members than if consummated by the Proposed Acquirors.

(e) If the Company Option Period and the Members' Option Period expire without the election by the Company or the Members (other than the Member who has given the Notice), respectively, to acquire the entire Offer Interest, then, upon satisfaction of all conditions under this Operating Agreement (including Section 6.1) and receipt by the

Company, at its option, of an opinion of counsel acceptable to the Company that the transfer of the Offer Interest pursuant to the Offer complies with all applicable federal and state securities laws, the Member who has given the Notice shall be free to transfer the Offer Interest to the Proposed Acquirors by the Proposed Closing Time on the exact terms and conditions set forth in the Offer. Any variation of or amendment, modification, or supplement to such terms and conditions shall create a new offer subject to the provisions of this Section 6.3, and if the Offer transaction is not consummated by the Proposed Closing Time, it shall be a new Offer subject to the provisions of Section 6.3.

6.4 Purchase on Death, Permanent Disability or Termination of Employment.

(a) Upon the death or permanent disability of any Member (the "**Deceased/Disabled Member**"), the Deceased/Disabled Member shall be treated as if such Member received an Offer under Section 6.3(a) with a deemed Offer Price equal to the quotient of a fraction where the numerator is equal to five (5) times EBITDA less all outstanding liabilities and the denominator is equal to 100 (**"Value"),** and the Company shall be obligated to purchase such Offer Interest with the purchase price paid in sixty (60) equal monthly installments of principal bearing interest at a rate of 4% per annum. "**EBITDA**" means the Company's net earnings before interest, taxes, depreciation and amortization. EBITDA shall be the average monthly EBITDA for the twenty-four (24) month period immediately prior to the date of death, disability, or termination of employment multiplied by twelve (12). EBITDA shall be determined from the Company's books and records and shall not include any additions for the Member's compensation or benefits.

A Member will be considered disabled for purposes of this Agreement if such Member is unable to engage in any substantial gainful activity required of such Member by the Company by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(b) Marth has been employed by Innomark Communications LLC ("**Innomark Communications**"), an Affiliate of Company. On an initial basis, Marth is employed by Innomark Communications to serve as President of Company. If Marth's employment is terminated during the first five years of Marth's employment, if such termination is for any reason other than termination for convenience by Innomark Communications or if Innomark Communications elects not to renew Marth's employment agreement with Innomark Communications ("**Marth Employment Agreement**"), Marth shall be treated as if he received an Offer under Section 6.3(a) with a deemed Offer Price equal to $1.00, and the Company shall have the right and obligation to purchase such Offer Interest. If Marth's employment with Innomark Communications is: (a) terminated for any reason after such five year period, regardless of cause (except as provided in Section 10.5 hereof, which provides for the purchase of a Member's Membership Interest for $1.00 in the event of a breach of Article X by a Member); or (b) is terminated during the first five years of Marth's employment by Innomark Communications due to a termination for convenience by Innomark Communications, or if Innomark Communications elects not to renew the Marth Employment Agreement as provided therein; or (c) if at any time Marth is reassigned by Innomark Communications to work for an Affiliate other than Company as

described in Section 1 of the Marth Employment Agreement, then in any such event Marth shall be treated as if he received an Offer under Section 6.3 with a deemed Offer Price equal to Value, and the Company or the other Members shall have a right but not the obligation to acquire Marth's Offer Interest, in which case payments shall be made in seventy-two equal monthly installments of principal bearing interest at a rate of 3% per annum.

6.5 Tag Along; Drag Along.

(a) If a Member or Members holding of record at least fifty-four percent (54%) of the issued and outstanding Membership Interest ("Majority Block") receive an Offer from a third party (who may be another Member) to acquire a Majority Block (a "Majority Block Offer"), the Member(s) receiving the Majority Block Offer shall provide Notice of the Majority Block Offer in accordance with Section 6.3. The other Members shall have the right to have their Membership Interest sold in the Majority Block purchase transaction to the proposed purchasers on the same terms set forth in the Majority Block Offer (the "Tag Along Right") by sending written notice of the exercise of this Tag Along Right to all Members within thirty (30) days of receipt of the Notice. If the Tag Along Right is exercised, each Member who gave the Notice about the Majority Block Offer (the "Majority Block Offeree(s)"), and each Member who exercises the Tag Along Right, shall sell to the proposed purchasers only that percentage of Membership Interest equal to the percentage of Membership Interest that such Member holds multiplied by a fraction, the numerator of which is the percentage of Membership Interest that the proposed purchasers have offered to purchase in the Majority Block Offer and the denominator of which is the total percentage of Membership Interest held by all Members who have elected to participate in the Majority Block purchase transaction. No Majority Block purchase transaction shall close unless either (i) the Members other than the Members giving the Notice shall have exercised the Tag Along Right or shall have waived, in writing, the exercise thereof, or (ii) thirty (30) days shall have elapsed after receipt of the Notice by the Company and each of the Members, and then subject to any timely exercised Tag Along Right.

(b) If any person or entity makes an offer to purchase all or substantially all of the Membership Interest (a "Drag Along Offer"), any Member receiving the Drag Along Offer shall provide Notice of the Drag Along Offer to Company and the other Members in accordance with Section 6.3. The Members holding at least eighty-one percent (81%) of the Membership Interest shall have the option, by providing written notice to the Company and the other Members within thirty (30) days after receipt of the Notice of Drag Along Offer, to require the Company and the other Members to accept the Drag Along Offer and to proceed in accordance therewith.

(c) This Section 6.5 shall control and supersede the other provisions of this Agreement hereof in the event of any conflict.

ARTICLE VII.
MANAGEMENT OF COMPANY

7.1 Management. Except to the extent otherwise provided in this Operating Agreement, the Managers shall direct, manage, oversee, and control the business and operations of the Company. The Managers may appoint such officers as it deems appropriate. The officers shall perform such duties as the Managers determine. No Member may act on behalf of the Company in derogation of the authority, power, and discretion of the Managers. Without limiting the generality of the foregoing, and subject to any restrictions in the Company's Articles of Organization or this Operating Agreement, the Managers may authorize the Company to:

(a) raise additional capital by requesting additional Capital Contributions from the Members in accordance with Section 4.1(b);

(b) make distributions to the Members;

(c) endorse any instrument or act as an accommodation party or otherwise become a guarantor or surety for any Person;

(d) borrow or lend money or make, deliver, or accept any commercial paper;

(e) execute any mortgage, bond, or lease;

(f) purchase or sell real or personal property;

(g) incur any expense or liability;

(h) establish the Company's policies with respect to personnel, environmental, health and safety, accounting, internal audit, tax, and other management functions;

(i) hire and fire, and determine the compensation of, the Company's executive employees, officers and agents; and

(j) obtain appropriate types and amounts of insurance for the Company and its assets.

7.2 Managers - Number, Appointment and Tenure.

(a) The Company shall initially have three (3) Managers, who shall be Gary Boens, William Fair and Paul Molyneux. The Managers hereby appoint Marth as President of Company. Marth's duties shall be set forth in Marth's Employment Agreement.

(b) The Managers shall serve until the earliest of their resignation, removal, or death. The Managers may only be removed or replaced by the affirmative vote of a Majority Interest of the Members.

7.3 Action by Managers.

(a) The Managers shall act by the approval of at least two-thirds (2/3) of the Managers of Company.

(b) Unless otherwise expressly provided in this Operating Agreement or required by applicable law, a Manager who has or may have conflicting interests in the outcome of any matter upon which the Managers take action or consents must disclose such interest to all other Managers and to all Members in reasonable detail. After disclosure, any Managers, including the Manager who disclosed his or her interest, may vote upon or consent to any such matter.

(c) Action required or permitted to be taken by the Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by at least two-thirds (2/3) of the Managers.

7.4 Restrictions on Manager's Authority. The Managers shall not do any of the following acts without the approval of Members holding a Majority Interest:

(a) transfer or sell all or substantially all of the Company's assets;

(b) subject to the provisions of ARTICLE VI, admit a new Member to the Company;

(c) convert the Company into, or merge or consolidate the Company with, any other Person;

(d) except as otherwise permitted under ARTICLE VI, redeem, purchase, or otherwise acquire any Membership Interest; or

(e) except as contemplated by Section 7.6 or any other indemnity provision of this Operating Agreement, cause the Company to lend any funds to, or to guaranty the debts or obligations of, any Member.

7.5 Standard of Care. Each Member, Manager, and officer shall perform such Person's duties in good faith, in a manner such Person reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like

position would use under similar circumstances. The Member, Manager, or officer who so performs the duties as a Member, Manager, or officer shall not have any liability by reason of being or having been a Member, Manager, or officer of the Company. In performing such Person's duties, the Member, Manager, or officer shall be entitled to rely upon such information, opinions, reports, or statements, including financial statements or other financial data, presented or prepared by (a) any of the Company's other Members, Managers, officers, or employees whom such Member, Manager, or officer reasonably believes are reliable and competent in the matters prepared or presented, or (b) any other Person, including lawyers or accountants, as to matters which such Member, Manager, or officer reasonably believes are within such Person's professional or expert competence. No Member, Manager, or officer shall be personally liable to the Company in monetary damages for breach of a duty to the Company unless it is proved in a court of competent jurisdiction that such Person's action or failure to act (i) was not in good faith, (ii) was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (iii) resulted in an improper personal benefit to such Person or any related party as determined by application of Code § 267(b) at the expense of the Company, (iv) constituted fraud or deceit, or (v) was a knowing violation of law.

7.6 Indemnification. The Company shall indemnify each person who is or was a manager, member, officer, or employee of the Company or such other Persons covered by Ohio Revised Code Section 1705.32, to the fullest extent permitted by Ohio Revised Code Section 1705.32.

7.7 Bank Accounts. The Managers or the officers of the Company may open and maintain bank accounts in the name of the Company at such banks as the Managers may designate.

7.8 Compensation and Reimbursement. The Company may compensate its officers and employees (if any), as determined by the Managers. A Manager shall not receive any compensation for its services in such capacity. The Members, Managers, and officers shall be entitled to reimbursement by the Company for reasonable expenses incurred, including travel expenses, on behalf of the Company.

7.9 Right to Rely on the Manager. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by two of the Managers as to the identity of any Member, Manager, or officer of the Company or the Persons who are authorized to execute and deliver any instrument or document of the Company.

7.10 Tax Matters "Partner." The Managers may designate a tax matters "partner" as necessary for purposes of federal and state income tax matters. The tax matters "partner" shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. The tax matters partner may consent to extend the applicable statute of limitation period for the assessment or enforcement of any federal, state, or local income tax.

7.11 Action Authorized by Members. Notwithstanding anything to the contrary provided in this ARTICLE VII, any action of the Company that may be authorized by the Managers may be authorized and taken when such action is authorized by the unanimous written consent of the Members.

ARTICLE VIII. DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall be dissolved upon the approval of Members holding a Majority Interest.

8.2 Effect of Filing of Certificate of Dissolution. Upon the filing with the Secretary of State of a certificate of dissolution, the Company shall continue its existence until the winding up of its affairs is completed.

8.3 Winding Up, Liquidation, and Distribution of Assets.

(a) Upon dissolution, the Managers shall immediately proceed to wind up the affairs of the Company, unless the Members, by an affirmative vote of the Members holding a Majority Interest, elect to continue the business of the Company in order to maximize its value as a going concern for eventual sale.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(ii) allocate any Net Profit or Net Loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with ARTICLE V,

(iii) discharge all known liabilities of the Company, including liabilities to Members and Economic Interest Owners who are also creditors, to the extent permitted by law, other than liabilities to Members and Economic Interest Owners for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such reserves shall be deemed to be an expense of the Company), and

(iv) distribute the remaining assets in the following order:

(A) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by

agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value.

(B) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Treas. Reg. §1.704-1(b)(2)(ii)(b)(2).

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution above the amount such Member is deemed obligated to restore under Treas. Reg. § 1.704-1(b)(2)(ii)(c)(1), and the negative Capital Account balance that the Member is not obligated to restore shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

ARTICLE IX.
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each Member hereby represents, warrants, and covenants that:

9.1 Due Organization; Authorization of Operating Agreement. Each Member has the right to enter into this Operating Agreement, which constitutes the legal, valid, and binding obligation of such Member.

9.2 No Conflict with Restrictions; No Default. Neither the execution, delivery, and performance of this Operating Agreement nor the consummation by such Member of the transactions contemplated hereby will conflict with, violate, or result in a breach of: (a) any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Member; or (b) any of the terms, conditions, or provisions of the organizational or governance documents of such Member if it is a corporation or other business entity or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of his, her, or its material properties or assets is subject.

9.3 Securities. Such Member is acquiring his, her, or its Membership Interest only for his, her, or its own account and not on behalf of any other Person, and only for the purpose of holding for investment and not with a view to any further distribution thereof. No

other Person is participating with, or providing or otherwise arranging funds, or credit for such Member in respect to the acquisition of his, her, or its Membership Interests. Except as contemplated by ARTICLE VI of this Operating Agreement, such Member has no agreement, arrangement, or understanding for transfer of any part of his, her, or its Membership Interest to any other Person. Subject to and in addition to all of the restrictions on transfer contained in this Operating Agreement, such Member shall not offer for sale or sell any part of his, her, or its Membership Interest except upon acceptance by the Company of an opinion of counsel for the purchaser in such form as is satisfactory to counsel for the Company that registration under federal and state securities laws is not required. Such Member (a) either has such knowledge and experience in financial and business matters, or has the advice or representation of a person or entity having such knowledge and experience, to be able to evaluate the merits and risks of his, her, or its investment in the Company or has been given or had access to sufficient information regarding the Company to evaluate the investment in his, her, or its Membership Interest being acquired, and (b) is able to bear the economic risk of the investment in his, her, or its Membership Interest and to hold the same for purposes of investment. Such Member is aware that no market exists for the resale of his, her, or its Membership Interest.

9.4 Indemnification. Each Member hereby agrees, to the extent that any Company lender does not accept guarantees of Company obligations proportionate to the ownership interest of such guarantors, that such Member ("**Indemnifying Member**") shall indemnify any other Member who has been called upon to satisfy a Company obligation in excess of such Member's proportionate share of the obligation, based on the Member's proportionate Membership Interest, to the extent that the Indemnifying Member has not yet satisfied an amount with respect to a guarantee on the same Company obligation equal to the Indemnifying Member's proportionate share of that obligation.

ARTICLE X.

NONCOMPETITION; NONSOLICITATION

10.1 Each Member acknowledges and agrees that:

(a) Company and Company's Affiliates will suffer immediate and irreparable harm, loss and damage not adequately compensable by monetary damages if a Member violates one of the provisions of Sections 10.2 and 10.3 of this Agreement.

(b) All of the covenants contained in Sections 10.2 and 10.3 of this Agreement constitute restrictive covenants which are necessary for the protection of Company and Company's Affiliates' business and Customer relationships, and which are reasonable to each Member, the Company and the public. Each Member acknowledges and agrees that, at such time as a Member is no longer a Member, such departing Member will be in a position to earn a sufficient livelihood without violating any of the provisions of Sections 10.2 and 10.3 of this Agreement.

10.2 As a condition of becoming a Member of Company, each Member agrees:

(a) While Member is a Member of Company and for a period of two (2) years immediately following Member's termination of his interest in Company (whether by sale of his Membership Interest to Company, another Member or to a third party, as contemplated herein or otherwise), and for so long as the business of the Company is continuing (including but not limited to business being conducted by any other Member of the Company or any person deriving title to the business or its goodwill from any other Member of the Company), each Member agrees that he will not, either on his own behalf or on behalf of any other person or other entity, directly or indirectly:

i. Solicit or induce any of Company's or Company's Affiliates' Customers, or Prospective Customers to transfer any part of the business they do, did or were proposed to do with Company or its Affiliates, to any other person or entity.

ii. Open, operate, own an interest in or perform services for, or in any way engage in the business of, any other proprietorship, partnership, firm, trust, corporation, limited liability company, or other entity (whether as an owner, partner, stockholder, beneficiary, director, officer, employer, employee, agent, independent contractor, representative, consultant or otherwise) which, directly or indirectly, competes with Company and/or its Affiliates in performance of the Company's business in the geographic area where Company has conducted business in the twenty-four month period immediately prior to the date when Member's Membership Interest is terminated.

iii. It is agreed that it shall not be a violation of this Agreement for a Member to own any securities listed on a National Security Exchange or Register under the Securities Act of 1934.

iv. In the case of Marth with respect to the time period after Marth transfers his Membership Interest in Company as described above, the restrictions set forth in Section 10.2(a)(i) and 10.2(a)(ii) shall not apply to the following Customers: Oakley, Glamglow, Hatch Beauty, Fox Entertainment, Warner Brothers, John Paul Mitchell, Parlux, Lindt Chocolates, Ghirardelli Chocolates and Parfum Décor.

10.3 Each Member further agrees that he will not, for so long as he is a Member of Company and for two (2) years following the transfer of the Member's Membership Interest to Company, another Member or to a third party, as contemplated herein, directly or indirectly, or by action in concert with others, induce or influence, or seek to induce or influence, any person who is then engaged by Company or a Company Affiliate as an employee, agent, independent contractor or otherwise, to terminate said person's employment or engagement with Company or Company's Affiliate, nor shall Member directly or indirectly, solicit for employment, or engagement, or advise or recommend to any other person or entity that such person or entity employ or engage or solicit for employment

or engagement, any person then employed or so engaged by Company or Company's Affiliate.

10.4 The restrictive covenants contained in Sections 10.2 and 10.3 of this Agreement shall be construed as agreements which are independent of any other provision of this Agreement or any other understanding or agreement between the parties, and the existence of any claim or cause of action of Member against Company, of whatsoever nature, shall not constitute a defense to the enforcement by Company of said restrictive covenants.

10.5 Each Member expressly acknowledges and agrees that the business of Company and its Affiliates is highly competitive and that a violation of any of the provisions of Sections 10.2 and/or 10.3 of this Agreement would cause immediate or irreparable harm, loss and damage to Company and Company's Affiliates not adequately compensable by monetary damages. Without limiting any of the other remedies available to Company at law or in equity, each Member agrees that any actual or threatened violation of any provisions of Sections 10.2 and/or 10.3 of this Agreement may be immediately restrained or enjoined by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued in any court of competent jurisdiction without notice and without bond. Additionally, if Company or another Member has purchased the departing Member's Membership Interest, and such departing Member violates the provisions of Sections 10.2 and/or 10.3, the purchaser of the departing Member's Membership Interest may reduce the purchase price for the departing Member's Membership Interest to $1.00 upon written notice to the departing Member.

10.6 It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any portion of this Agreement shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalid under such laws or public policies, such Section or Sections shall be deemed amended to delete therefrom such portion adjudicated, such deletion to apply only with respect to the operation of such Section or Sections in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required, and the parties shall be deemed to have substituted for such portions so deleted words which give the maximum scope permitted under applicable law to such Section or Sections. In the event of litigation between a Member and Company and/or an Affiliate, each Member undertakes to and shall, upon the request of Company and/or its Affiliate, stipulate in such litigation to any and all of the acknowledgments which Member has made in this Agreement.

ARTICLE XI.
MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice given pursuant to this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes to a party (a) if delivered personally to such party or to an executive officer of such party to whom the same is directed, (b) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's facsimile number, as appropriate, which is set forth in this Operating Agreement) by facsimile, with receipt confirmed by telephone, (c) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment thereof, or (d) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by registered or certified mail, postage and charges prepaid. Any such notice shall be deemed to be given (i) upon personal delivery, as provided above, (ii) upon telephonic confirmation of receipt of notice sent by facsimile, as provided above, (iii) one (1) business day after delivery to a regularly scheduled overnight delivery carrier, addressed and sent as provided above, or (iv) three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as provided above.

11.2 Application of Ohio Law. This Operating Agreement and its interpretation shall be governed exclusively by the laws of the State of Ohio. The Members and the Company hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio.

11.3 No Right of Partition. No Member shall have the right to partition any property of the Company during the term of this Operating Agreement, nor shall any Member make application to any court or other authority having jurisdiction in the matter or commence or prosecute any action or proceeding for partition or the sale thereof. Upon any breach of the provisions of this Section 11.3 by any Member, each of the other Members, in addition to all rights and remedies in law and in equity any of them may have, shall be entitled to a decree or order restraining and enjoining such application, action, or proceeding.

11.4 Amendments. This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members; provided, however, that without consent of any Member, the Managers may amend this Operating Agreement to reflect changes validly made in the membership of the Company, including, but not limited to, amending Exhibits A and B to reflect the Percentage Interests and the Capital Contributions of, and other information respecting, the Members.

11.5 Waivers. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Operating Agreement shall not prevent

a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.6 Heirs, Successors, and Assigns. Each provision of this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement and the Act, their respective heirs, legal representatives, successors, and assigns.

11.7 Unenforceable Provision. If any provision of this Operating Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Operating Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

11.8 Entire Operating Agreement. This Operating Agreement contains the entire understanding among the Members with respect to its subject matter.

11.9 Creditors. No provision of this Operating Agreement shall be for the benefit of, or enforceable by, any creditor of the Company.

11.10 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

11.11 Construction. Whenever the singular form of a word is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

11.12 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Operating Agreement.

11.13 Representation. The Members acknowledge that Taft Stettinius & Hollister LLP drafted this Operating Agreement while representing the Company. Each Member has been given the opportunity to retain other counsel to represent the Member's separate interests in connection with this Operating Agreement.

IN WITNESS WHEREOF, the undersigned Members and the Company have executed this Operating Agreement as of the date first written above.

MEMBERS:

GARY BOENS

WILLIAM FAIR

PAUL MOLYNEUX

MARK MARTH

THE COMPANY:

INNOMARK WEST LLC

By: ______________________
Paul Molyneux, Manager

By: ______________________
Gary Boens, Manager

By: ______________________
William Fair, Manager

EXHIBIT B

Names and Addresses of Members

Name	Address
William K. Fair	5614 Duck Row, Dayton, Ohio 45429
Paul R. Molyneaux	9341 Patriot Woods Court, Dayton, Ohio 45458
Gary Boens	197 Lookout Drive, Oakwood, Ohio 45419
Mark Marth	14337 Riverside Drive, Unit 4, Sherman Oaks, CA 91423

EXHIBIT A

Members	Percentage Interests	Initial Capital Contributions
Gary Boens	33%	$333.00
William Fair	33%	$333.00
Paul Molyneux	33%	$333.00
Mark Marth	1%*	$1.00
Totals	100%	$1,000

*Marth has an option to purchase an additional 17% Membership Interest in Company as described in the Marth Employment Agreement.

EXHIBIT D

MEMBERSHIP INTEREST REDEMPTION AGREEMENT

THIS MEMBERSHIP INTEREST REDEMPTION AGREEMENT (this "Agreement"), is executed as of the 16 day of December, 2015 (the "Effective Date"), by and between INNOMARK WEST LLC, an Ohio limited liability company (the "Company"), and MARK MARTH ("Marth").

RECITALS

A. Marth owns a 1% percentage interest in the Company (the "Membership Interest") and the option to purchase an additional 17% percentage interest in the Company (the "Option Interest").

B. Marth desires to transfer and relinquish the Membership Interest and his right to the Option Interest, and the Company desires to redeem the Membership Interest pursuant to the terms set forth in this Agreement.

AGREEMENT

In consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CLOSING; EFFECT; PAYMENT OF REDEMPTION PRICE.

1.1. Company hereby agrees to purchase from Marth, and Marth hereby agrees to sell, transfer, and assign to Company the Membership Interest in exchange for the Redemption Price (defined below). Marth's right to purchase the Option Interest is hereby terminated, cancelled, and extinguished.

1.2. The closing with respect to the transaction contemplated in this Agreement shall be effective as of the Effective Date.

1.3. On the Effective Date, all Marth's right, title and interest in and to Membership Interest shall, by operation of this Agreement, be hereby (and for all purposes shall be deemed to be) transferred and assigned to Company, free and clear of any mortgage, pledge, hypothecation, rights of others, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge or similar restrictions or limitations, including any restriction on the right to vote, sell or otherwise dispose of the Membership Interest.

1.4. The total redemption price for Redeemed Units purchased and sold hereunder shall be an amount equal to $1.00 (the "Redemption Price"). The parties hereto agree that the Redemption Price will be paid by the Company to Marth on the Effective Date.

2. **REPRESENTATIONS AND WARRANTIES BY MARTH**. Marth is the owner, beneficially and of record, of the Membership Interest being transferred to the Company herein, free and clear of all liens and encumbrances. Marth represents and warrants to the Company as of the Effective Date that the execution, delivery and performance of this Agreement, and the consummation by Marth of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of Marth. This Agreement has been duly executed and delivered by Marth, and constitutes or will constitute a valid and binding obligation of Marth enforceable against it in accordance with its terms.

3. **INDEMNIFICATION**. Marth agrees to indemnify, defend, and hold harmless the Company from and against any claims, losses, or liability suffered or incurred as a result of Marth's breach of any obligation, representation, warranty, covenant or agreement or because any representation or warranty contained herein or in any document furnished or required to be furnished pursuant to this Agreement is false, including all costs, expenses, including reasonable attorneys' fees, incurred by the Company in connection with any demand, action, suit, proceeding, assessment, or judgment incident to the foregoing.

4. **CONFIDENTIALITY**. Unless otherwise permitted by the Company, Marth shall not, directly or indirectly, at any time, disclose any Confidential Information (defined below) to any person (other than the Company or its owners), or use, or assist any person (other than the Company or its owners) to use, any Confidential Information, excepting only disclosures required by applicable law or governmental or judicial order.

For purposes of this Agreement, "***Confidential Information***" means all trade secrets, proprietary data and other confidential information of the Company, financial information; information relating to business operations; provided, however, that Confidential Information shall not include any information that: (i) is public knowledge prior to its disclosure to Marth, (ii) is or becomes publicly available through no fault of Marth.

Marth acknowledges and agrees that the provisions of this section are fundamental and essential for the protection of the Company's legitimate business and proprietary interests, the provisions are reasonable and appropriate in all respects, and the Company's remedies at law for any violation or attempted violation by Marth, or its affiliates, of any of its obligations under this section would be inadequate, and agree that in the event of any such violation or attempted violation, the Company shall be entitled to a temporary restraining order, temporary and permanent injunctions, specific performance and other equitable relief, without the necessity of posting any bond or proving any actual damage, in addition to all other rights and remedies that may be available to the Company from time to time. This Section 4 shall not be deemed to limit any other confidentiality requirements Marth may have under other agreements with the Company.

5. **MISCELLANEOUS.**

5.1 This Agreement embodies the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements with respect to such subject matter. Neither this Agreement, nor any provisions hereof, may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

5.2 Neither party shall assign his/its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and nothing in this Agreement shall confer any rights upon any other person or entity other than the parties and their respective successors and assigns.

5.3 The provisions of this Agreement shall be interpreted and construed in accordance with the internal laws of the State of Ohio, without regard to its choice of law principles by a court of competent jurisdiction sitting in Montgomery County, Ohio.

5.4 Each party shall, without further consideration, execute and deliver to the other party such other documents and agreements (including, without limitation, instruments of transfer, assumption and release), and take such other actions, as either party may reasonably request to carry out and effect the purposes of this Agreement.

5.5 If any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then (i) such provision or provisions shall be construed by such court to give such provision or provisions force and effect to the fullest possible extent that it or they would be legal, valid and enforceable, (ii) the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision or provisions had been written in a manner that would make the same legal, valid, and enforceable, and (iii) the rights, obligations and interest of the parties under the remainder of this Agreement shall continue in full force and effect.

5.6 The delivery of an executed copy of this Agreement or of any amendment hereto made by a commercially reasonable means of receipted delivery, including facsimile transmission or other electronic means by any party shall constitute effective delivery of such document by such transmitting party to the receiving party, and any such executed facsimile copy or electronic transmission so delivered shall be deemed equivalent to an executed original. This Agreement may be executed in several counterparts, each of which shall be deemed effective only upon delivery and thereafter shall be deemed an original, and all of which together shall be taken to be one and the same instrument, for the same effect as if all parties had signed the same signature page.

5.7 Marth agrees that the Company has not made any warranty or representation regarding the tax consequences of the transaction contemplated by this Agreement.

5.8 The Company will permit Marth and his representatives, during normal business hours, to have access to and examine and make copies of any of the records of the Company for any reasonable and proper purpose, including, but not limited to, those related to the filing of tax returns.

5.9 Each party shall, at the request of the other party, do and perform or cause to be done and performed all such further acts and furnish, execute and deliver such other documents, instruments, certificates, notices or other further assurances as counsel for the requesting party may reasonably request from time to time after the Effective Date, to more effectively consummate the transactions contemplated by this Agreement.

[***SIGNATURE PAGE TO FOLLOW***]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the Effective Date.

INNOMARK WEST LLC
an Ohio limited liability company

By: ____________________

Print name: Paul L. Molyneaux

Title: Member & CFO

____
MARK MARTH

TROUTMAN SANDERS LLP
5 PARK PLAZA
SUITE 1400
IRVINE, CA 92614-2545

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

MARK MARTH, Plaintiff, v. INNOMARK COMMUNICATIONS, LLC; INNOMARK WEST, LLC; and DOES 1-100, INCLUSIVE, Defendants.	Case No. 2:16-CV-08136-AFM **[PROPOSED] ORDER GRANTING INNOMARK COMMUNICATIONS LLC'S MOTION TO DISMISS UNDER F.R.C.P. 12(b)(3) OR, IN THE ALTERNATIVE TO TRANSFER FOR IMPROPER VENUE (28 U.S.C. § 1406(a))** [Filed concurrently with: Notice of Motion and Motion; Memorandum of Points and Authorities; and Declaration of Wendy Sugg] **Date: December 6, 2016** **Time: 10:00 a.m.** **Place: Courtroom H, 9th Floor** **Judge: Mag. Alexander F. MacKinnon**

TROUTMAN SANDERS LLP
5 PARK PLAZA
SUITE 1400
IRVINE, CA 92614-2545

Defendant Innomark Communications LLC's Motion to Dismiss came on for hearing on December 6, 2016 at 10:00 a.m. Having considered the papers and arguments submitted in support and in opposition to the Motion and good cause having been shown, the Court hereby GRANTS the Motion and orders that Plaintiff's Complaint is dismissed.

IT IS SO ORDERED.

DATED: ___________________ ________________________________
Magistrate Judge Alexander F. MacKinnon

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC 420 Distribution Circle Fairfield, OH 45014 Plaintiff, v. MARK N. MARTH 14337 Riverside Drive, Unit 4 Sherman Oaks, CA 91423 3437 Ponderosa Loop West Linn, OR 97068 Defendant.	:	Case No. **MOTION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTIVE RELIEF**

Plaintiff Innomark Communications LLC ("Innomark") is the former employer of Defendant Mark N. Marth ("Marth") and is the successor to Innomark West LLC ("Innomark West), in which Marth held a membership interest. Innomark files this Motion for a Temporary Restraining Order and Preliminary Injunction to redress Marth's flagrant violation of his contractual obligations to Innomark. Marth has recently begun performing work substantially identical to the kind of work he performed for Innomark, in direct and open violation of the Operating Agreement ("Agreement") that he executed in connection with his membership in Innomark West.

Pursuant to Rules 65(A) and (B) of the Ohio Rules of Civil Procedure, Innomark moves this Court for a Temporary Restraining Order and Preliminary Injunction ordering that Marth be enjoined and restrained for a period of two years from competing against Innomark. The bases for granting this Motion are more fully set forth in the Complaint, accompanying Memorandum, and the Affidavit of Paul R. Molyneaux attached as

Exhibit A. Additionally, attached hereto as Exhibit B is a Certification of Innomark's counsel regarding efforts to provide notice to Marth pursuant to Rule 65. For the convenience of the Court, a Proposed Temporary Restraining Order is attached as Exhibit C.

Respectfully submitted,

/s/ Timothy G. Pepper

Timothy G. Pepper (0071076)
Valerie M. Talkers (0088769)
TAFT STETTINIUS & HOLLISTER LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423
Tel: (937) 641-1740
Fax: (937) 228-2816
pepper@taftlaw.com
vtalkers@taftlaw.com

Counsel for Plaintiff
Innomark Communications LLC

MEMORANDUM IN SUPPORT

Innomark seeks immediate enforcement of its Agreement with Marth, in the form of an order, and for the immediate cessation of Marth's breach of the Agreement. Marth appears to believe he is unconstrained by the Agreement and has accepted employment with Innomark's direct competitor, Infinity Images Inc. ("Infinity Images").

Innomark is entitled to emergency injunctive relief because: (1) Innomark is likely to succeed on the merits, given Marth's clear and unequivocal breach; (2) an injunction will prevent irreparable harm to Innomark by preserving its business; (3) an injunction will not injure any third parties; and (4) the public interest will be served by granting an injunction. As a result, Innomark respectfully requests this Court prevent any further irreparable damage to its business and customer relationships, and to issue an injunction requiring specific performance of the Agreement by Marth.

I. BACKGROUND

The facts relevant to this Motion are based upon the Complaint ("Compl.") and Affidavit of Paul R. Molyneaux ("Molyneaux Aff.) (attached hereto as Exhibit A), and will be briefly recited here. Innomark is a well-established business with its primary business in creating retail environments that attract, engage, and convert customers, through designing and producing a variety of retail displays, signage, and packing. (Compl. ¶ 2; Molyneaux Aff. ¶ 4) Innomark's business is highly specialized, technical, and competitive. (Compl. ¶ 6) Its client contacts and relationships, customer lists, and other information about customers are extremely important to Innomark's success. (Id.)

Innomark hired Marth to assist in the growth and development of Innomark's presence on the West Coast, including in California. (Molyneaux Aff. ¶ 8) Marth was initially to be the President of Innomark West. (Molyneaux Aff. ¶ 10) Innomark formed Innomark West to aid in its growth strategy for the West Coast. (Molyneaux Aff. ¶ 9) In connection with his employment, Marth executed an Employment Agreement with Innomark. (Molyneaux Aff. ¶ 10)

In addition to Marth's employment with Innomark, Marth became a member of Innomark West. (Molyneaux Aff. ¶ 12) In connection with that membership, Marth executed the Innomark West Operating Agreement in October 2013. (Molyneaux Aff. ¶ 13)

A. Marth's Interest in Innomark West

In his position as an executive and member of Innomark West, Marth was thoroughly involved in technical and sensitive aspects of the company's operations, and had personal contacts and relationships with key customers. (Compl. ¶ 9) In addition, through his position, Marth acquired detailed knowledge of Innomark and Innomark West's confidential and proprietary information and trade secrets, including information about clients, potential clients, and pricing. (Id.)

B. Marth's Binding Agreements

1. Confidential Information

In connection with his employment at Innomark, Marth entered into an Employment Agreement (Molyneaux Aff. ¶ 10, Ex. B), which explicitly prohibited Marth from improperly disclosing or using Innomark's confidential, proprietary, and trade secret information. The Redemption Agreement contains similar promises. (Molyneaux Aff. ¶ 14, Ex. D)

2. Two Year Non-Compete Covenant

The Operating Agreement contains a fair competition provision. (Molyneaux Aff.

¶ 13, Ex. C) Article X contains Marth's promises not to compete with Innomark for two years following the termination of his interest in Innomark West. It states, in pertinent part, that Marth would not, directly or indirectly:

> "i. Solicit or induce any of [Innomark West]'s or [Innomark West]'s Affiliates' Customers, or Prospective Customers to transfer any part of the business they do, did or were proposed to do with [Innomark West] or its Affiliates, to any other person or entity.
>
> ii. Open, operate, own an interest in or perform services for, or in any way engage in the business of, any other proprietorship, partnership, firm, trust, corporation, limited liability corporation, or other entity…which, directly or indirectly, competes with [Innomark West] and/or its Affiliates in performance of [Innomark West]'s business in the geographic area where Company has conducted business in the twenty-four month period immediately prior to the date when [Marth's] Membership Interest is terminated."

(Molyneaux Aff. ¶ 13, Ex. C at 10.2(a))

Marth expressly acknowledged the competitive nature of Innomark's business and agreed that any breach of those covenants of the Operating Agreement would cause immediate and irreparable harm to Innomark and that Innomark would be entitled to an injunction to enforce the Operating Agreement. (Molyneaux Aff. ¶ 13, Ex. C at 10.5)

C. Innomark is Entitled to Enforce the Agreement Against Marth

The restrictive covenants at issue are found in the Operating Agreement of Innomark West. (Molyneaux Aff. ¶ 13, Ex. C) The non-competition provision extends to Innomark West and its Affiliates. (Molyneaux Aff. ¶ 13, Ex. C at 10.2(a)) The Agreement explicitly lists Innomark as an Affiliate of Innomark West. (Molyneaux Aff. ¶ 13, Ex. C at Article I) By its terms, the Operating Agreement prohibits Marth from competing with Innomark.

Further, in December 2015, Innomark West was merged out of existence and absorbed by Innomark. (Molyneaux Aff. ¶ 15) Innomark is the successor to Innomark West. The Operating Agreement extends to the successors of Innomark West:

> "11.6 Heirs, Successors, and Assigns. Each provision of this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement and the Act, their respective heirs, legal representatives, successors, and assigns."

(Molyneaux Aff. ¶ 13, Ex. C at 11.6)

D. Marth is Unfairly Competing with Innomark

In exchange for Marth's agreement to the above-referenced restrictions on his activities after his interest in Innomark West was terminated, Marth was provided membership in Innomark West. In December 2015, Marth's interest in Innomark West was redeemed and therefore terminated. (Molyneaux Aff. ¶ 14) On July 20, 2016, Marth provided his notice of resignation to Innomark. (Molyneaux Aff. ¶ 16) At the time of his resignation he served as Innomark's Executive Vice President of Sales and Marketing. (Compl. ¶ 20)

After Marth submitted his resignation, Innomark attempted to communicate with Marth regarding his future plans and whether he intended to compete with Innomark in violation of his obligations under the Operating Agreement. Marth refused to cooperate with Innomark. Upon information and belief, Marth is now working for Infinity Images. Infinity Images is a direct competitor of Innomark. (Molyneaux Aff. ¶ 17) Like Innomark, Infinity Images offers design and printing services across North America. (Molyneaux Aff. ¶ 18)

Because Marth is unwilling to be bound by the Operating Agreement, Innomark has no choice but to seek immediate injunctive relief to protect its rights.

E. Marth's Unfair Competition Has Caused and Will Continue to Cause Irreparable Harm to Innomark

Defendant Marth's actions threaten irreparable harm to Innomark. Marth's actions indicate his intent to misappropriate Innomark's trade secret information with the intent to use it to benefit Marth and Infinity Images to the detriment of Innomark. There is a real and substantial threat that Marth and Infinity Images will use the trade secret information developed by Innomark through great effort and expense. That use threatens to destroy the value of a key business asset. Further, Marth's conduct harms Innomark's business relationships and good will in ways that cannot be measured or compensated by money damages.

II. LEGAL ARGUMENT

A. Marth's Breach Of His Operating Agreement Entitles Innomark To Injunctive Relief

A temporary restraining order should be issued where a plaintiff establishes that it will suffer irreparable harm in the absence of injunctive relief. In Ohio, four elements must be considered in determining whether a temporary restraining order or preliminary injunction should be issued:

(1) Whether the plaintiff has shown a strong or substantial likelihood of success on the merits;

(2) Whether the plaintiff has shown that irreparable injury would result if the preliminary injunction is not granted;

(3) Whether issuance of a preliminary injunction would cause substantial harm to others; and

(4) Whether a preliminary injunction would serve the public interest.

McPherson v. Michigan High Sch. Athletic Ass'n, Inc., 119 F.3d 453, 459 (6th Cir. 1997); *Valco Cincinnati, Inc. v. N&D Machinery Serv., Inc.,* 24 Ohio St.3d 41, 492 N.E.2d 814 (1986).

1. Innomark Has Demonstrated a Likelihood of Success on the Merits

Innomark is highly likely to succeed on the merits in this case. Determining the likelihood of success on the merits in this case requires an analysis of the restrictive covenants to which Marth agreed; Innomark can demonstrate a likelihood of success on the merits because the non-competition provisions in the Operating Agreement are reasonable and enforceable provisions of valid contracts.

> A covenant restraining an employee from competing with his former employer upon termination of employment is reasonable if the restraint is no greater than is required for the protection of the employer, does not impose undue hardship on the employee, and is not injurious to the public.

Raimonde v. Van Vlerah, 42 Ohio St.2d 21, 325 N.E.2d 544 (1975), paragraph one of the syllabus.

Among the factors to be considered are (1) the absence or presence of limitations as to time and space, (2) whether the employee represents the sole contact with the customer, (3) whether the employee is possessed of confidential information or trade secrets, (4) whether the covenant seeks to eliminate unfair competition or merely seeks to eliminate ordinary competition, (5) whether the covenant seeks to stifle the inherent skill and experience of the employee, (6) whether the benefit to the employer is disproportional to the detriment of the employee, (7) whether the covenant operates as a bar to the employee's sole means of support, (8) whether the employee's talent that the employer seeks to suppress was developed during the period of employment, and (9) whether the forbidden employment is merely incidental to the main employment. (Id. at 25)

The covenant not to compete in Marth's Operating Agreement with Innomark satisfies all of these tests. First, the temporal restriction of the covenant is only twenty-four (24) months. Ohio courts have repeatedly found covenants of two years and longer to be reasonable and, therefore, enforceable. *See Raimonde v. Van Vlerah*, 42 Ohio St.2d 21, 325 N.E.2d 544 (1975); see also *Columbus Medical Equipment Co. v. Watters*, 13 Ohio App. 3d 149, 468 N.E. 2d 343 (10th Dist. 1983); *Wall v. Firelands Radiology, Inc.*, 106 Ohio App. 313, 666 N.E.2d 235 (6th Dist. 1995). Next, the covenant not to compete contained in the Opearting Agreement is certainly reasonable in scope. It prohibits Marth from working in a similar/competitive business to Innomark and/or soliciting or contacting its current or former customers. Infinity Images is Innomark's direct competitor. (Molyneaux Aff. at ¶¶ 17, 18)

Marth agreed to a two-year prohibition to competing with Innomark in the geographic areas where Innomark conducts business. In his position as an executive, and member, of Innomark West, Marth was thoroughly involved in technical and sensitive aspects of the company's operations, and had personal contacts and relationships with key customers. In addition, through his position, Marth acquired detailed knowledge of Innomark's confidential and proprietary information and trade secrets, including information about clients, potential clients, and pricing. He was responsible for developing and growing Innomark's presence on the West Coast.

Marth's work for Infinity Images is a direct violation of the Operating Agreement. Moreover, the covenants impose no undue hardship on Marth. Finally, given the public's interest in promoting fair business, enforcing the confidentiality provisions cannot be injurious to the public. On the contrary, enforcing the Operating Agreement would be beneficial to the public and would promote sound public policy. There can be no denying that the covenant not to compete in the Operating Agreement between

Innomark and Marth does no more than reasonably protect Innomark's legitimate business interests. If enforced, the covenant not to compete will safeguard Innomark's existing customer relationships, good will, confidential and proprietary business information, and trade secrets. These are precisely the legitimate business interests for which covenants not to compete will be enforced. *See Raimonde v. Van Vlerah*, 42 Ohio St.2d 21, 325 N.E.2d 544 (1975).

It is very likely that Innomark will succeed on the merits in this matter. Innomark will be able to establish that Marth breached his Operating Agreement by accepting employment with Infinity Images within twenty-four (24) months of the termination of his employment with Innomark. Simply by accepting employment with Infinity Images, Marth has breached the Agreement.

2. Innomark is Likely to Suffer Irreparable Injury in the Absence of Immediate Injunctive Relief

The issue of irreparable harm should not be disputed by any of the parties here. In the Operating Agreement, the parties agreed in writing that any breach of the restrictive covenants by Marth would cause Innomark irreparable damage. Innomark will suffer irreparable harm without injunctive relief.

The potential recovery of lost profits is not an adequate substitute for the loss of goodwill and damage to customer relationships. It is grossly unfair for Marth to compete against Innomark, as it can only harm Innomark. It is grossly unfair for Marth to use his experiences as a member and executive to now gain an advantage to compete against Innomark. The harmful effect of the prohibited competition in both the short and long term goes well beyond a mere loss of profits. Unless this Court issues the requested injunction, Marth's actions will result in damages that cannot be undone through monetary relief. As a result of Marth's unlawful and predatory actions, Innomark has suffered, and will continue to suffer, irreparable injury.

3. The Balance of Hardships Strongly Favors Innomark

The balance of hardships in this case likewise compels the issuance of the requested injunctive relief. As described in the previous sections, Innomark has suffered and will continue to suffer irreparable harm if Marth is allowed to try to divert its customers using Innomark's own confidential, proprietary, and trade secret documents and information. By contrast, Marth will suffer no undue hardship if injunctive relief is granted because the temporary restraining order and preliminary injunction would not prohibit Marth from engaging in activity that is proper. When the certainty of irreparable harm against Innomark is weighed against the absence of hardship to Marth if the requested injunctive relief is granted, the balance of hardships weighs heavily in favor of Innomark.

4. Granting the Requested Relief Advances the Public Interest

The public interest will be served through the enforcement of the non-compete provisions. Preserving the sanctity of contractual relations in the context of enforcing non-compete agreements against former employees has traditionally been recognized as being in the public interest. *National Ins. Co. v. Perro,* 934 F.Supp. 883, 891(N.D. Ohio 1996). The public has an interest in preventing unfair competition. Here, it is Marth's actions that have disserved the public: the prevention of those actions by Innomark does not disserve the public. The public has no interest in broken contracts, taking information without permission, or encouraging unethical behavior. Id. "The public interest is always served in enforcement of valid restrictive covenants contained in lawful contracts." Id. As the Court stated in *Standard Oil Co. v. Landmark Farm*

Bureau Cooperative:

> [w]e are demanding honesty of method and integrity of purpose in our industrial life. Misrepresentation and fraud elicit public condemnation. One who seeks to gain the confidence of the people must offer as a foundation for such confidence the merit of her own product and the honesty of her own methods.

52 Ohio App. 2d 225, 369 N.E.2d 785 (10th Dist. 1976) (*quoting Fremont Oil v. Marathon Oil Co.,* 92 Ohio L. Abs. 76, 192 N.E.2d 123 (C.P. 1963).

Clearly, Marth's breach of his Operating Agreement is far from "honesty of method and integrity of purpose". Innomark merely requests that Marth be prevented from competing unfairly.

III. CONCLUSION

Innomark's motion for a temporary restraining order and preliminary injunction should be granted. Innomark has demonstrated a likelihood of success on the merits of its claim, that it will suffer irreparable harm if the motion is denied, and that it is without an adequate remedy at law. Further, the balance of equities is heavily in its favor, and injunctive relief would serve the public interest and be consistent with the laws of Ohio. Accordingly, Innomark respectfully seeks the equitable relief of a temporary restraining order and preliminary injunction.

Respectfully submitted,

/s/ Timothy G. Pepper

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Valerie M. Talkers (0088769)
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Attorneys for Plaintiff
Innomark Communications LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was served via email on November 7, 2016, and prepared for service via certified mail by the Clerk of Courts for Montgomery County, upon the following:

Via Certified Mail
Mark N. Marth
14337 Riverside Drive, Unit 4
Sherman Oaks, CA 91423

3437 Ponderosa Loop
West Linn, OR 97068

Defendant

A courtesy copy, via email, has been sent to:

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mackeyt@jacksonlewis.com

Benjamin A. Tulis, Esq.
benjamin.tulis@jacksonlewis.com

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Cleveland, Ohio 44115
216-750-4307

/s/ Timothy G. Pepper
Timothy G. Pepper (0071076)

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS, LLC	:	Case No.
Plaintiff,	:	
v.	:	
MARK MARTH	:	**AFFIDAVIT OF PAUL R. MOLYNEAUX**
Defendant.	:	
	:	

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

I, Paul R. Molyneaux, having been first duly cautioned and sworn, depose and say of my own personal knowledge:

1. I am one of three equal Members, and an authorized agent, of Innomark Communications LLC ("Innomark" or "Plaintiff"). I have been a Member of Innomark since its formation in September 2000. I have knowledge of the facts set forth herein based on my personal knowledge and/or my review of business records and files of Innomark. If called as a witness, I could and would competently testify to the matters stated herein.

2. Innomark was originally formed under the laws of the State of Delaware on September 1, 2000. On September 29, 2000, Innomark registered to do business in Ohio as a foreign LLC. On December 16, 2015, Innomark domesticated and converted its records to the custody and control of the Ohio Secretary of State. A true and correct copy of the Certificate of Good Standing from the office of the Secretary of State for the

State of Ohio is hereby attached as Exhibit A.

3. Innomark's corporate headquarters and the majority of its corporate officers were, at the time this action was filed, and all times thereafter, located in Ohio. Ohio is also where the majority of decisions regarding corporate policy and administration are made, including but not limited to decisions regarding human resources, operations, company policies and practices, payroll, and revenue management. Innomark's principal place of business is in Ohio.

4. Innomark's primary business is creating retail environments that attract, engage, and convert customers, specifically through designing and producing a variety of retail displays, signage, and packaging.

5. Innomark provides in-house design and manufacturing of Visual Merchandising Materials, which include retail signage; temporary and permanent product displays; packaging including folding cartons, specialty packaging, and setup boxes; and branded merchandise. Innomark also employs graphic designers who help customers create advertisements or marketing displays through concepts and renderings. Innomark prints the final product and completes any necessary assembly. Innomark prepares the final product for shipment and ships anywhere in North America from its Midwest location.

6. On September 9, 2013, Innomark West LLC ("Innomark West") was formed under the laws of the State of Ohio. On October 3, 2013, Innomark West, registered as a foreign LLC to do business in the State of California. On December 31, 2015, Innomark West merged out of existence, was absorbed by Innomark, and is no longer an existing corporate entity.

7. I was a member of Innomark West.

8. Marth was hired by Innomark in September 2013 to assist in the growth and development of Innomark's presence on the West Coast, including in California.

9. Innomark West was formed to aid in the growth and development of Innomark's presence on the West Coast.

10. Marth was initially hired to be the President of Innomark West at a salary of $214,000. In connection with his employment, Marth executed an Employment Agreement with Innomark. A true and accurate copy of the Employment Agreement is attached as Exhibit B.

11. Upon information and belief, Marth has at all relevant times been a citizen and resident of the State of California, including at the time this action was filed and at the time of removal.

12. In addition to Marth's employment with Innomark, and position as an executive of Innomark West, he became a member of Innomark West.

13. In connection with his membership in Innomark West, Marth executed the Innomark West Operating Agreement in October 2013. A true and accurate copy of the Operating Agreement is attached as Exhibit C.

14. On or about December 16, 2015, Marth's interest in Innomark West terminated through Membership Interest Redemption Agreement with Innomark West (the "Redemption"). A true and accurate copy of the Redemption is attached as Exhibit D.

15. On December 31, 2015, Innomark West was merged out of existence and absorbed by Innomark.

16. The employment relationship between Plaintiff and Innomark was terminated on July 20, 2016. At the time of that termination, Plaintiff's salary was $264,000 annually, not including bonuses and benefits.

17. Upon information and belief, Marth is now employed at Infinity Images, Inc. ("Infinity Images"). Infinity Images is a direct competitor of Innomark.

18. Upon information and belief, Infinity Images offers full-service printing for

marketing and advertising projects. Infinity Images employs designers that work with clients to develop images or “advanced immersive visual experiences”. It provides full printing services on site as well as 3D engineering for retail displays and other projects. Infinity Images is based in Portland, Oregon and offers services all across North America. Infinity Images is a direct competitor of Innomark.

Further Affiant sayeth naught.

____

Paul R. Molyneaux

Sworn before me and subscribed in my presence this ____ day of November, 2016.

____

Notary Public

State of Ohio is hereby attached as Exhibit A.

3. Innomark's corporate headquarters and the majority of its corporate officers were, at the time this action was filed, and all times thereafter, located in Ohio. Ohio is also where the majority of decisions regarding corporate policy and administration are made, including but not limited to decisions regarding human resources, operations, company policies and practices, payroll, and revenue management. Innomark's principal place of business is in Ohio.

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Further Affiant sayeth naught.

Paul R. Molyneaux

Sworn before me and subscribed in my presence this 1st day of November, 2016.

Notary Public

NOTARY PUBLIC STATE OF OHIO

TANIA MARIE WELCH
Notary Public, State of Ohio
My Commission Expires
November 2, 2019

17598633.1

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show INNOMARK COMMUNICATIONS LLC, an Ohio For Profit Limited Liability Company, Registration Number 1185214, was organized within the State of Ohio on September 29, 2000, is currently in FULL FORCE AND EFFECT upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 1st day of November, A.D. 2016.

Jon Husted

Ohio Secretary of State

Validation Number: **201630603444**

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into this 11th day of ~~September~~ October, 2013, by and between Mark Marth ("Executive"), and Innomark Communications LLC ("Company") (Executive and Company shall be referred to individually as "Party" and collectively as "Parties").

WHEREAS, Company desires to retain the services of Executive, and Executive is willing to render such services to Company, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Duties.** During the Term hereof (as defined in Section 2 hereof), Company agrees to employ Executive in such capacity as determined from time to time by Company, and Executive agrees to be employed by Company in such capacity, on the terms and conditions provided in this Agreement. Executive agrees to devote his best commercial efforts and substantially all of his business time, attention, energy, and skill to performing his duties to Company or an Affiliate (as defined in Exhibit C to this Agreement) of Company, as applicable, under this Agreement. On an initial basis, Executive shall serve as the President of Innomark West, LLC, an Affiliate of Company ("Innomark West"). Executive's initial duties shall include, without limitation, those tasks set forth on Exhibit A, which is attached hereto and made a part hereof, and such other duties as prescribed by the Company's Managers. Executive shall report to the Company's Managers.

At Company's option, Company may move Executive to a different senior management position with Company or one of its Affiliates, and Executive agrees that Company may exercise this right at any time during the Term. If at any point Executive is transferred from his position as President of Innomark West, Section 5 of this Agreement shall no longer apply, and Exhibit A to this Agreement shall be revised to reflect the new position of Executive. Any membership interest in Innomark West owned by Executive at the time of the change in position (as described above) is subject to a purchase option by Innomark West and/or its members (other than Executive) as provided in Innomark West's Operating Agreement (the "Operating Agreement").

2. **Term.** Company hereby agrees to employ Executive and Executive hereby accepts such employment for a period of one year (the "Initial Term"). Thereafter, the Agreement will continue for successive one year periods (each a "Renewal Term"), unless terminated by either party by written notice to the other party no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term (the Initial Term and the Renewal Terms shall be referred to collectively as the "Term").

3. **Salary and Discretionary Bonus**. During the Initial Term, Company agrees to pay to Executive a salary of $214,000 per year (the "Salary"). After the Initial Term, the Salary may be modified from time to time in the discretion of the Company. The Salary shall be payable in accordance with Company's standard employee payment practices and subject to deductions for withholding and other applicable taxes. Executive is eligible for a discretionary bonus based on his performance. This bonus is not guaranteed by Company to Executive, and shall be provided at the discretion of the Company's Managers.

4. **Benefits**. Executive shall be entitled to participate in all Company employee benefit programs established by Company in accordance with the terms and conditions applicable to employees of Company who are of a similar position, including any retirement, group health, vacation and sick leave, to which such employees of Company are generally entitled. A summary of benefits presently applicable to Executive is presented on Exhibit B. The summary of benefits on Exhibit B is qualified in its entirety by the respective Plan documents, which shall control in the case of any conflict or ambiguity. All Plan documents are available upon request from the Human Resources Department. The benefits offered, including the level of employee contribution, are subject to change from time to time in the sole discretion of the Company.

5. **Membership Interest**. Executive shall be provided an opportunity to purchase a one percent (1%) membership interest in Innomark West (the "Membership Interest") for $10.00, which purchase right must be exercised within thirty (30) days after the Effective Date of this Agreement. As a condition to purchasing the Membership Interest, Executive agrees to enter into the Operating Agreement. The Operating Agreement shall include, without limitation, a provision stating that if Executive's employment by Company is terminated for any reason other than for Company's convenience or Company's non-renewal of this Agreement as provided in Section 6(e), during the first five (5) year period after the Effective Date of this Agreement, Innomark West shall repurchase the Membership Interest for $1.00. If Executive's employment is terminated by Company at Company's convenience or due to Company's non-renewal of this Agreement as provided in Section 6(e), during the first five year period after the Effective Date of this Agreement, or if Executive's employment is terminated for any reason after the first five (5) year period after the Effective Date of this Agreement, Innomark West and its other members shall have a right but not the obligation to purchase the Membership Interest for the Value determined in accordance with the Operating Agreement. Additionally, Innomark has certain rights to purchase Executive's Membership Interest for $1.00 if Executive violates its non-competition and non-solicitation obligations set forth in the Operating Agreement. Executive acknowledges and agrees that he has carefully reviewed the Operating Agreement in its entirety and understands its terms and conditions.

At such time as the aggregate net income of Innomark West exceeds the aggregate costs incurred by Company to carry Executive as an employee for a consecutive twelve (12) month period, and further provided that Executive is not in breach of this Agreement or the Operating Agreement and Executive is serving as President of Innomark West at that time, Executive shall have the option to purchase from Innomark West an additional seventeen percent (17%) membership interest in Innomark West for $10.00 per percentage of membership interest. The Company shall provide Executive with a one-time bonus equal to the amount of tax liability actually incurred by Executive arising from the gain realized by Executive to the extent that the option price is less than the fair market value of the membership interest at the time of purchase. Executive must exercise its option to purchase the additional membership interest in Innomark West within thirty (30) days after notice from Innomark West of Executive's right to purchase the additional membership interest.

6. **Termination and Termination Benefits.**

(a) **Termination by Company.**

(1) **Without Cause.** In the event that Executive's employment is terminated "Without Cause" during the Initial Term, Executive shall be entitled to receive, in substantially equal installments (but in any event not less frequently than monthly), an amount of severance pay equal to the Salary for the greater of the remainder of the Initial Term or three (3) months. Executive expressly waives any and all other compensation, damages, or remedies in the event of a termination pursuant to this Section 6(a)(1).

(2) **With Cause.** Company may terminate Executive's employment hereunder "With Cause" upon written notice to Executive. In the event that the Executive is terminated "With Cause," even during the Initial Term, Executive shall be entitled to no additional payments of any kind. For the purposes of this Agreement, "Cause" shall mean (i) gross negligence or willful misconduct in the performance of Executive's duties to Company and/or its Affiliates; (ii) conviction for having committed a felony or other crime causing material harm to the standing and reputation of Company, such as a crime involving moral turpitude; (iii) any act constituting fraud with respect to Company and/or its Affiliates; (iv) any act involving a breach or violation of the fiduciary duties owed by Executive to Company and its members and Affiliates, including without limitation the duties of loyalty and fair dealing; (v) conducting unauthorized transactions on behalf of the Company and/or its Affiliates that result in material economic loss to Company and/or its Affiliates; (vi) failure to pass Company's random drug tests; or (vii) Executive's material breach of any term of this Agreement, the Confidentiality and Assignment of Inventions Agreement attached as Exhibit C, any material provision of Company's Employee Handbook, which breach is not cured within ten (10) business days after written notice of such failure is delivered by Company, or any provision of the Operating Agreement. Executive expressly waives any and all other compensation, damages, or remedies in the event of a termination pursuant to this Section 6(a)(2).

(b) **Voluntary Termination by Executive.** If Executive terminates this Agreement at any time during the Term, then he shall be entitled to no additional compensation. Executive expressly waives any and all other compensation, damages, or remedies in the event of a voluntary termination pursuant to this Section 6(b).

(c) **Termination by Death.** If Executive dies prior to the termination of this Agreement, then Executive's heirs and assigns shall be entitled to receive the Salary stipulated in the Agreement for the remainder of the then-current Initial Term or Renewal Term, as applicable, up to a maximum of six months of remaining time, provided that: (i) Executive agrees that the Company has an insurable interest in Executive and cooperates in the insurance underwriting process; and (ii) Executive passes an insurance examination if required by the carrier.

(d) **Termination by Long-Term Disability.** In the event Executive qualifies for long-term disability insurance benefits under the Company's disability insurance plan, the Executive shall be entitled to the positive difference between the initial salary stipulated in the Agreement and the amount of annual disability benefit under the Company's disability plan for the remainder of the then-current Initial Term or Renewal Term, provided that the remainder of the then-current Term cannot exceed six months.

(e) **Expiration of Agreement**. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least sixty days prior to the expiration of the then-current Initial Term or the then-current Renewal Term. If Executive properly elects not to renew this Agreement, then Executive will not be subject to the provisions of Section 6(b) provided Executive demonstrates that he is ready, willing, and able to continue working for the remainder of the then-current Initial Term or Renewal Term and is not in breach of any provision of this Agreement, the Confidentiality and Assignment of Inventions Agreement and the Operating Agreement.

(f) **Condition Precedent to Employment**. Executive's employment and Company's obligations hereunder are conditioned upon: (i) receipt by Company of satisfactory results of its pre-employment screening of Executive; and (ii) Executive's execution of the Confidentiality and Assignment of Inventions Agreement set forth in Exhibit C, which will survive the termination of this Agreement. Executive further acknowledges and agrees that Company may perform random drug testing of its employees (including Executive) from time to time.

7. **Executive Acknowledgments.**

(a) **Confidential Information**. Executive acknowledges that he will sign the Confidentiality and Assignment of Inventions Agreement set forth as Exhibit C, which is fully intended to be an integral part of the employment relationship between Company and Executive.

8. **Representations and Warranties.**

(a) Executive represents and warrants to Company that he has the right to enter into this Agreement and grant the rights granted hereunder, and neither the execution and delivery of this Agreement nor the carrying out of any of the transactions contemplated hereby will in any respect result in any violation of or be in conflict with any term or provision of any applicable law, agreement, document or instrument to which Executive is a party or by which he is bound, including, without limitation, any employment agreements, confidentiality agreements and/or non-competition agreements with prior employers.

(b) Company represents and warrants to Executive that neither the execution and delivery of this Agreement nor the carrying out of any of the transactions contemplated hereby will in any respect result in any violation of or be in conflict with any term or provision of any agreement, document or instrument to which Company is a party or by which it is bound. This Agreement has been duly authorized by all necessary corporate action on behalf of Company. This Agreement has been duly executed and delivered by Company, and constitutes a valid and binding obligation of Company, enforceable in accordance with its terms.

9. **Miscellaneous.**

(a) **Additional Actions and Documents.** Each of the parties hereto hereby agrees to take or cause to be taken such further actions, to execute, deliver and file or cause to be executed, delivered and filed such further documents, and will obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement.

(b) **Assignment.** Executive shall not assign his rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior

written consent of Company, and any such assignment contrary to the terms hereof shall be null and void and of no force and effect

(c) **Entire Agreement; Amendment**. This Agreement and the Exhibits attached hereto (including, without limitation, the Confidentiality and Assignment of Inventions Agreement attached hereto as Exhibit C) and the Operating Agreement constitute the entire agreement between the parties hereto with respect to the transactions contemplated herein, and they supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for therein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by the party against whom enforcement of the amendment, modification, or discharge is sought. If there is a conflict between any provision in this Agreement and any other agreement, the more restrictive of the two provisions on Executive's conduct shall prevail.

(d) **Waiver**. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(e) **Governing Law and Venue**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Ohio (excluding the choice of law rules thereof). The parties hereby submit to the exclusive venue and jurisdiction of the state and federal courts located in Montgomery County, Ohio, and waive any objections thereto. EXECUTIVE ACKNOWLEDGES AND AGREES THAT THIS GOVERNING LAW AND VENUE PROVISION CONSTITUTES A MATERIAL TERM OF THIS AGREEMENT, AND THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT EXECUTIVE'S AGREEMENT THAT OHIO LAW APPLY TO THIS AGREEMENT AND THAT ANY DISPUTES BETWEEN THE PARTIES BE SUBMITTED TO THE EXCLUSIVE VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN MONTGOMERY COUNTY, OHIO.

(f) **Notices**. All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, sent by overnight courier or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telegram, telecopy or telex, addressed as follows:

(i) If to Company:

Mr. Paul R. Molyneaux
Innomark Communications LLC
3233 South Tech Boulevard
Miamisburg, Ohio 45342

(ii) If to Executive:

Mr. Mark Marth
14337 Riverside Drive, Unit 4
Sherman Oaks, CA 91423

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication that shall be hand delivered, sent, mailed, telecopied or telexed in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or (with respect to a telecopy or telex) the answerback being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

(g) **Headings**. Section headings contained in this Agreement are inserted for convenience of reference only shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(h) **Execution in Counterparts**. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

(i) **Limitation on Benefits; Survival**. The covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and permitted assigns. Obligations intended to survive termination of the Term or of this Agreement shall specifically survive such termination in accordance with their respective terms.

(j) **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized officer and Executive has hereunto set his hand as of the date first above written.

MARK MARTH	**INNOMARK COMMUNICATIONS LLC**
______________________________	By: ______________________________
10-11-13	Its: ______________________________

Exhibit A

EMPLOYMENT AGREEMENT
MARK MARTH
DUTIES

- Locate suitable space for Innomark West to lease in Los Angeles, California to house its administrative offices and design and prototyping functions;

- Recruit, train, motivate and maintain a sales force capable of representing the graphic reproduction, specialty packaging and visual merchandising materials (including temporary and permanent displays) product and service offerings of Company and its Affiliates (collectively "Innomark Communications") in the Territory as hereinafter defined. For purposes of this Agreement the "Territory" shall be defined as Arizona, California, Idaho, Nevada, Utah, Washington and Oregon but excludes all existing accounts of Innomark Communications including, but not limited to, PetSmart, Inc., T-Mobil US, Inc., and Wella.

- Develop a diversified mix of Customers with emphasis on the Health & Beauty (including pharmaceuticals and cosmetics), Entertainment, Software, Automotive and Wine and Spirits industries;

- Manage the existing sales force of Innomark Communications within the Territory as required by Innomark Communications;

- Recruit graphic and structural designers capable of creating and presenting award-winning designs to Customers and Prospective Customers of Innomark West;

- Recruit, train, motivate and maintain a staff of customer service representatives and project managers to serve the ongoing needs of Innomark West's Customers;

- Interface, coordinate, cooperate and foster goodwill with the division General Managers of the other Affiliates;

- Be responsible for the following:
    - Annual budget preparation and presentation to the Board of Managers for approval;

- Achieving annual growth and profit targets outlined in the annual budget or otherwise established by Innomark West's Board of Managers;
    - Product pricing based on cost estimates provided by Innomark Communication's manufacturing and service Affiliates;
    - Maintaining control over all capital and operating expenditures and adherence to the annual budgets with respect to these items;
    - Upholding the corporate ethics at a high standard;
    - Safeguarding all corporate assets;
    - Maintaining employee safety;
    - Employee hiring and firing (subject to budget constraints, Status Change Forms being approved by Innomark Communications, and matrix reporting of Human Resources, Accounting and Information Technology departments);

- Establishing a recognizable brand identity for Innomark Communications in the Territory;

- Developing high-level relationships with Customers and Prospective Customers in the Territory.

- Groom a staff capable of self-management in the likely event you are reassigned to a position of more responsibility at or near the corporate headquarters in Dayton, Ohio;

- Whatever responsibilities that may be assigned to you by Innomark West's Board of Managers;

- Any other duty normally associated with the highest ranking local officer of a decentralized organization.

Exhibit B

Benefits

- Group Medical and Dental coverage in accordance with the respective Plans. There is an employee contribution for these coverages which is subject to changes from time-to-time as corresponding premiums (costs) increase.

- Four weeks paid vacation in accordance with the InnoMark Employee Handbook. Vacation is earned pro rata each year based on the number of days worked in a calendar year consisting of 251 working days.

- Paid Life insurance in the amount of $25,000.00. Employees have an option to buy supplemental life insurance at their expense from the carrier.

- Accidental Death and Dismemberment Insurance coverage.

- Short- and Long- Disability Plans are provided at the Company's expense.

- Participation in the Company's 401(k) plan. The Company currently provides matching contributions equal to 25% of the first 4% and 50% of the next 2% of gross salary Executive contributes into the 401(k) Trust. Executive is eligible to participate after one (1) hour of service.

- There are 10 paid holidays per year.

- Executive will receive a base auto allowance of $700 per month. In addition you will receive $.43 per each ordinary and necessary business mile driven in excess of 12,000 miles per annum. The Company reserves the right to provide a Company-owned vehicle in lieu of the above auto allowance in its sole discretion.

- A Company cell phone and laptop computer (or its equivalent) to enable Executive to transact Company related business and either a Company credit card or prompt reimbursement for those ordinary, necessary, and reasonable business related expenses.

- Company shall reimburse up to $36,000 of Executive's travel and business related expenses expended in support of the business of Company and its Affiliates, in accordance with Company's standard policies.

Exhibit C

INNOMARK COMMUNICATIONS LLC
CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT

This Confidentiality and Assignment of Inventions Agreement (the "Agreement") is made by and between INNOMARK COMMUNICATIONS LLC ("InnoMark") and MARK MARTH ("Executive") effective as of the date indicated below the signature of the last party to execute this Agreement (the "Effective Date").

1. Executive will become privy to Trade Secrets and Confidential Information which belong to InnoMark and its Affiliates (as defined herein) and would be damaging to InnoMark and its Affiliates if in the hands of competitors or others.

2. For purposes of this Agreement the following definitions shall apply:

   a. "Affiliate" shall mean any person or entity controlling, controlled by or under common control with InnoMark whether now existing or hereafter acquired or formed, including, but not limited to, Innomark West LLC, Printing Service Company, Grafcor, Inc., Concept Imaging Group, Inc., Prestige Display and Packaging LLC, Pakmark LLC, IM Interactive LLC, and Impak Acquisition LLC.

   b. "Trade Secrets" shall include any information of InnoMark and its Affiliates that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or business entities who can obtain economic value from its disclosure or use. Trade Secrets shall not include information which is known, or shall become known through no fault of the Executive, to the public or generally known within the industry of businesses comparable to InnoMark and its Affiliates.

   c. "Confidential Information" shall include any and all information of InnoMark and its Affiliates imparted to Executive by InnoMark and/or its Affiliates which, while not rising to the level of Trade Secret, is confidential and proprietary in nature and is revealed and entrusted to Executive by InnoMark and its Affiliates in confidence. Confidential Information includes, but is not limited to, the following information pertaining to InnoMark and its Affiliates: operations, certain technical data, ink formulations, vendor lists and pricing, designs for point-of-purchase displays, estimating standards, Customer information, sales and training materials, marketing and business strategies, Customer pricing, quotations, proposals, project information, methods of doing business, valuation methods, accounting and legal information, financial statements, employee lists, employee

phone numbers, Executive E-Mail addresses, personnel compensation information and business ideas.

d. "Customer" includes any business entity or person with whom InnoMark and/or its Affiliates has received a purchase order from or rendered a billing to during the time period commencing on the Effective Date of this Agreement and continuing for so long as Executive is a Member of InnoMark.

e. "Prospective Customer" includes any business entity or person with whom InnoMark and/or its Affiliates was in active business discussions and negotiations, and to whom InnoMark and/or its Affiliates had presented a written proposal or quotation for its products and services during the time period commencing on the Effective Date of this Agreement and continuing for so long as Executive is a Member of InnoMark.

3. Executive acknowledges and agrees that:

a. All Trade Secrets imparted to Executive by InnoMark or its Affiliates, or otherwise obtained by Executive, at any time, relating to InnoMark's and its Affiliates' business, its and their operations, technical product data, its and their Customers' or Prospective Customers' preferences or idiosyncrasies, its and their suppliers' and subcontractors' pricing methodology for products and services, marketing, computer programs in source or object code format, and any other such proprietary and confidential information, is the property of InnoMark and/or its Affiliates, as applicable, and is revealed and entrusted to Executive in confidence, solely in connection with and for the purpose of employment on behalf of InnoMark.

b. All Confidential Information imparted to Executive by InnoMark and/or its Affiliates, or otherwise obtained by Executive, is the property of InnoMark and/or its Affiliates, as applicable, and shall be held in confidence for use solely in connection with and for the purpose of employment on behalf of InnoMark and/or its Affiliates for the InnoMark and/or Affiliate business.

c. InnoMark and/or its Affiliates have developed or purchased the information and data which comprise InnoMark's Trade Secrets and Confidential Information at substantial expense in a market in which InnoMark and its Affiliates face intense competition.

d. InnoMark and its Affiliates will suffer immediate and irreparable harm, loss and damage not adequately compensable by monetary damages if Executive violates one of the provisions of Section 4 of this Agreement.

e. All of the covenants contained in Section 4 of this Agreement constitute restrictive covenants which are necessary for the protection of InnoMark's and its Affiliates' business and Customer relationships, and which are reasonable to Executive, InnoMark and the public. Executive acknowledges and agrees that, upon termination of Executive's employment hereunder, Executive will be in a position to earn a sufficient livelihood without violating any of the provisions of Section 4 of this Agreement.

4. As a condition of accepting employment with InnoMark, Executive agrees:

   a. Except as required by law, Executive will not at any time directly or indirectly, either during or after the term of employment, divulge any Trade Secrets or Confidential Information to any other person or entity whomsoever, nor use or permit the use of any Trade Secret, other than pursuant to Executive's employment on behalf of InnoMark.

   b. Upon the termination of employment under any circumstances, Executive shall not remove from InnoMark's or its Affiliates' place of business and shall promptly tender to InnoMark or to Affiliate all documents, lists, records, computer stored data (with accompanying passwords) and any other items, and reproductions thereof, of any kind, in Executive's possession or control containing Trade Secrets or Confidential Information.

   c. Executive agrees to guard and protect: (a) the Trade Secrets and Confidential Information relating to InnoMark's business and operations and that of its Affiliates; and (b) similar confidential information owned by others which Executive knows InnoMark and its Affiliates is obligated by contract to keep confidential.

   d. Upon termination of employment, Executive shall immediately return to InnoMark and/or its Affiliates any and all other property belonging to or relating to InnoMark and its Affiliates which has been in the possession, custody or control of Executive, including, without limitation, any and all computers, notebook and tablet computing devices, office keys, file keys, automobiles and keys thereto, mobile phones, identification cards, security cards, credit cards, computer access codes, Customer lists and data, reports, memoranda, notes, financial data (including, without limitation, balance sheets, profit and loss statements, projections, forecasts, sales reports, proposals and budgets), marketing materials, training materials, samples, voice mail access and any other such material and other property which Executive prepared, or helped to prepare, or which Executive had access, and any and all copies or recordings of and extracts from any such materials and other property.

e. Executive agrees that Executive shall promptly disclose and assign and/or transfer all rights in any proprietary systems, programs, ideas, processes, inventions, experiments, developments and/or improvements relating to InnoMark's and its Affiliates' business to InnoMark, conceived or developed by Executive, whether alone or with others, during the term of this Agreement, and for one year thereafter. If InnoMark elects to seek a patent, trademark, copyright or other protection with respect to any of the above, Executive shall at InnoMark's expense, assist InnoMark in obtaining such protection and executing and delivering all documents, including patent, trademark and copyright applications, and shall take any other action necessary to obtain Letters, Patent or other such protection as will vest InnoMark, its successors and assigns, with full title thereto.

f. Executive hereby acknowledges that any patents, copyrights or trademarks created while employed by InnoMark shall be considered a work made for hire with title thereto belonging to InnoMark.

g. In the event that Executive is served with a subpoena or court order in connection with disclosure of Trade Secrets or Confidential Information, Executive shall give immediate notice thereof to InnoMark, together with a copy of such subpoena or court order.

5. The restrictive covenants contained in Section 4 of this Agreement shall be construed as agreements which are independent of any other provision of this Agreement or any other understanding or agreement between the parties, and the existence of any claim or cause of action of Executive against InnoMark, of whatsoever nature, shall not constitute a defense to the enforcement by InnoMark of said restrictive covenants.

6. Executive expressly acknowledges and agrees that the business of InnoMark and its Affiliates is highly competitive and that a violation of any of the provisions of Section 4 of this Agreement would cause immediate or irreparable harm, loss and damage to InnoMark and its Affiliates not adequately compensable by monetary award. Without limiting any of the other remedies available to InnoMark at law or in equity, Executive agrees that any actual or threatened violation of any provisions of Section 4 of this Agreement may be immediately restrained or enjoined by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued in any court of competent jurisdiction without notice and without bond.

7. It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any portion of this Agreement shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalid under such laws or public policies, such Section or

Sections shall be deemed amended to delete therefrom such portion adjudicated, such deletion to apply only with respect to the operation of such Section or Sections in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required, and the parties shall be deemed to have substituted for such portions so deleted words which give the maximum scope permitted under applicable law to such Section or Sections. In the event of litigation between Executive and InnoMark and/or an Affiliate, Executive undertakes to and shall, upon the request of InnoMark and/or an Affiliate, stipulate in such litigation to any and all of the acknowledgments which Executive has made in this Agreement.

8. This Agreement may not be assigned by either party whether by operation of law or otherwise, without the prior written consent of the other party, except that any right, title or interest of InnoMark arising out of this Agreement may be assigned to an Affiliate or successor to the business and purchaser of substantially all of the assets of InnoMark and its Affiliates. The Affiliates are an intended third party beneficiary of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, personal representatives and assigns.

9. No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any of the terms and conditions of this Agreement.

10. All discussions, correspondence, understandings, and agreements heretofore made between the parties with respect to confidentiality are superseded by and merged into this Agreement, which alone fully and completely expresses the agreement between the parties, and the same is entered into with no party relying upon any statement or representation made by or on behalf of any party not embodied in this Agreement. Any modification of this Agreement may be made only by a written agreement signed by both of the parties to this Agreement.

11. This Agreement is being executed, accepted and delivered in the State of Ohio and the validity construction and enforceability of this Agreement shall be governed in all respects by domestic laws of the United States and the State of Ohio. The parties hereto irrevocably, unconditionally, and exclusively consent to personal jurisdiction and venue in any state or federal court of competent jurisdiction sitting in Montgomery County, Ohio, for purposes of any suit, action or proceeding arising out of or related to this Agreement, any alleged breach or violation of this Agreement or any dispute between the parties, and any objections to such jurisdiction and venue are hereby expressly waived by the parties.

12. The parties represent and warrant to each other that they have read this Agreement in its entirety, that they understand the terms of this Agreement and understand that the terms of this Agreement are legally enforceable, that they have had ample opportunity to negotiate with each other with regard to all of its terms, and they have entered into this Agreement freely and voluntarily, that they have full power, right, authority, and competence to enter into and execute this Agreement. Executive specifically represents that Executive had the opportunity to review this Agreement with counsel of Executive's own choosing.

InnoMark By: ____________________

Title: ____________________

Date: ____________________

Mark Marth: [signature]

Date: 10-11-13

LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

OF

INNOMARK WEST LLC,

AN OHIO LIMITED LIABILITY COMPANY

EFFECTIVE AS OF SEPTEMBER 30, 2013

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This Limited Liability Company Operating Agreement is made and entered into effective as of the 30th day of September, 2013 ("**Effective Date**"), by and among GARY BOENS, WILLIAM FAIR, PAUL MOLYNEUX, MARK MARTH (collectively, Boens, Fair, Molyneux and Marth are referred to as the **"Members"** and Innomark West LLC, an Ohio limited liability company (the "**Company**"). The Company's Articles of Organization were filed with the Secretary of State of Ohio on the 9th day of September, 2013. The Members and Company agree as follows:

ARTICLE I.
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"**Act**" means the Ohio Limited Liability Company Act at Ohio Revised Code §1705 et seq., as amended and/or supplemented from time to time.

"**Adjusted Capital Account Deficit**" means, with respect to a Member or Economic Interest Owner, the deficit balance, if any, in that Member's or Economic Interest Owner's Capital Account as of the end of the applicable taxable year, after giving effect to the following adjustments: (i) Increasing the particular Capital Account balance by any amounts (a) described in Treas. Reg. § 1.704-1(b)(2)(ii)(c) that the Member or Economic Interest Owner is obligated to contribute to the Company under this Operating Agreement or applicable law or (b) that the Member is deemed obligated to restore under the penultimate sentences of Treas. Reg. §§ 1.704-2(g)(1) or 1.704-2(i)(5); and (ii) Decreasing the particular Capital Account balance by the items described in Treas. Reg. §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) that pertain to that Member or Economic Interest Owner.

"**Affiliate**" means any person or entity controlling, controlled by or under common control with Company, whether now existing or hereafter acquired or formed, including, but not limited to, Innomark Communications LLC, Printing Service Company, Grafcor, Inc., Concept Imaging Group, Inc., Prestige Display and Packaging LLC, Pakmark LLC, IM Interactive LLC, and Impak Acquisition LLC.

"**Capital Contribution**" means any contribution to the capital of the Company in cash, property, or services by a Member whenever made.

"**Code**" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Customer" means any business entity or person with whom Company and/or Company's Affiliates has received a purchase order from or rendered a billing during the time period from a date which is two years prior to the Effective Date of this Agreement until the date that a Member transfers or otherwise terminates his Membership Interest.

"**Distributable Cash**" means all cash revenues and funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, including Members who have made loans to the Company; (ii) all cash expenditures incurred incident to the normal operation of the Company's business, including any amounts required to be paid by the Company pursuant to ARTICLE VI; and (iii) such reserves as the Managers deem reasonably necessary to the proper operation of the Company's business, including any amounts necessary for capital expenditures, for meeting expansion plans, and for providing all necessary working capital and any amounts required to meet any requirement of any loan agreement or covenant to which the Company is subject.

"**Economic Interest**" means a Member's or other Person's share of any or all of the Company's Net Profits, Net Losses, or distributions of the Company's assets pursuant to this Operating Agreement and the Act, but does not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members.

"**Economic Interest Owner**" means the owner of an Economic Interest who is not a Member.

"**Fiscal Year**" means the Company's fiscal year, which shall be the calendar year.

"**Majority Interest**" means one or more Membership Interests which taken together exceed fifty percent (50%) of the aggregate of all Percentage Interests.

"**Manager(s)**" means the Persons appointed or elected to serve as the Board of Managers by the Members holding a Majority Interest of the Membership Interest of Company.

"**Member**" means each of the Persons specified in Section 2.6 of this Operating Agreement and any Person who may hereafter become a Member pursuant to the terms of this Operating Agreement or as otherwise provided under the Act.

"**Membership Interest**" means a Member's entire interest in the Company, including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

"**Net Profits**" and "**Net Losses**" mean for each taxable year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with Section 703 of the Code with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net

Losses (pursuant to this definition) shall be added to such taxable income or loss;

(ii) any expenditure of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(iii) if the value of any Company asset is adjusted pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(iv) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the value of the asset on the Company's books, notwithstanding that the adjusted tax basis of such asset differs from such value;

(v) if Company property is reflected on the Company's books at a value that differs from its tax basis, then Company income, gain, loss and deduction shall (in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(g)) include Company income, gain, loss, and deduction determined by reference to the value of such property on the Company's books, but shall exclude income, gain, loss and deduction determined by reference to the value of such property as determined for income tax purposes; and

(vi) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest or Economic Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses.

"**Operating Agreement**" means this Limited Liability Company Operating Agreement as originally executed and as amended, supplemented, and/or restated from time to time.

"**Percentage Interest**" means the percentage interest of each Member or Economic Interest Owner set forth on Exhibit A, as adjusted in accordance with this Operating Agreement.

"**Person**" means any individual, entity, general partnership, limited partnership, limited liability company, corporation, association, joint venture, trust, business trust, or cooperative and the heirs, executors, successors, and assigns of such person.

"Prospective Customer" includes any business entity or person with whom Company and/or Company's Affiliates was in active business discussions and negotiations, and to whom Company and/or Company's Affiliates had presented a written proposal or quotation for its products and services during the time period from a date which is one year prior to the Effective Date of this Agreement until such time as a Member transfers or otherwise terminates his Membership Interest.

"**Transfer**" means any bequest, sale, conveyance, transfer, pledge, encumbrance, assignment, or other disposition, whether voluntary, involuntary, or by operation of law.

"**Treasury Regulations**" or "**Treas. Reg.**" means proposed, temporary, and final regulations promulgated under the Code as of the effective date of the Company's Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II.
FORMATION OF COMPANY

2.1 Formation. Effective as of September 9, 2013, the Company was organized as an Ohio limited liability company, by execution and delivery of the Articles of Organization to the Ohio Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company is Innomark West LLC.

2.3 Principal Office. The principal office of the Company is located in Miamisburg, Ohio. The Company may locate its principal office at any other place or places as the Managers deem advisable.

2.4 Registered Agent. The Company's initial registered agent is as reflected in the organizational documents filed with the Ohio Secretary of State. The Managers may change the Company's registered agent by filing the name and the Ohio address of the new registered agent with the Ohio Secretary of State pursuant to the Act.

2.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Act.

2.6 Names of Members. The names and addresses of the Members are set forth in Exhibit B.

2.7 Purpose. Except as expressly restricted by the Company's Articles of Organization or this Operating Agreement, the Company may engage in any lawful act or activity for which a limited liability company may be organized under the Act, and may engage in all other activities incidental or related to the foregoing.

ARTICLE III.
MEETINGS OF MEMBERS

3.1 Meetings. A meeting of Members may be called with the consent of Members holding at least a Majority Interest. The Members holding a Majority Interest may designate any place within or outside the State of Ohio for any meeting of the Members. If no designation is made, the place of meeting shall be the principal executive office of the Company as referenced in Section 2.3.

3.2 Notice of Meetings. The Managers shall provide written notice of a meeting to each Member, stating the place, day, and hour of the meeting, and the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than seven (7), nor more than sixty (60), days before the date of the meeting.

3.3 Quorum. Members holding at least a Majority Interest, represented in person or by proxy, shall constitute a quorum at any meeting of Members.

3.4 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a majority of the Percentage Interests represented at such meeting in person or by proxy shall be the act of the Members, unless the vote of a greater proportion is otherwise required by the Act or by this Operating Agreement.

3.5 Proxies. At all meetings of Members, a Member may vote in person or by written proxy executed by the Member or the Member's attorney in fact.

3.6 Action by Members Without a Meeting. Members holding a Majority Interest (or such greater proportion as required under the Act) may take action without a meeting by written consent. Any such consent shall be delivered to the Company for inclusion in the minutes or for filing with the Company records. Upon the Company's receipt, the Managers shall deliver a copy of such consent to the Members.

3.7 Waiver of Notice. A Member may at any time waive, in writing, notice of a meeting. By attending a meeting without protesting the lack of proper notice before or at the beginning of the meeting, a Member waives notice of the meeting.

ARTICLE IV.
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

4.1 Capital Contributions.

(a) The Members' initial Capital Contributions to the Company and the fair market value of such Capital Contributions are reflected on Exhibit A. The Managers shall determine the fair market value of all Capital Contributions.

(b) Upon the approval of the Managers, Members shall be required to guarantee or provide any credit support for Company debt in amounts that are proportionate to their respective Membership Interests. Upon the request of the Managers in accordance with Section 7.1 the Members shall be required to make additional Capital Contributions in

amounts that are proportionate to their respective Membership Interests. If any Member declines to make its proportionate additional Capital Contributions or guarantee, the Percentage Interests shall be adjusted as reasonably determined by the Managers to reflect the additional Capital Contributions or guarantees made by other Members.

4.2 No Withdrawal. No Member may withdraw any part of its Capital Account without the unanimous consent of the Members.

4.3 Capital Accounts.

(a) The Company will maintain a separate account ("**Capital Account**") for each Member in accordance with Treas. Reg. § 1.704-1(b)(2)(iv). Each Member's Capital Account will be increased by: (i) the amount of money such Member contributes to the Company; (ii) the fair market value of property such Member contributes to the Company (net of liabilities secured by such contributed property that the Company, under Section 752 of the Code, is considered to assume or take subject to); (iii) allocations of Net Profits to such Member; and (iv) any items in the nature of income and gain which are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d), (e), (f) and/or (g) of Section 5.2. Each Member's Capital Account will be decreased by: (A) the amount of money the Company distributes to such Member; (B) the fair market value of property the Company distributes to such Member (net of liabilities secured by such distributed property that such Member, under Section 752 of the Code, is considered to assume or take subject to); (C) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to paragraphs (a), (b), (c), (d), (e), (f), and/or (g) of Section 5.2; and (D) allocations to the account of such Member of Net Losses.

(b) The manner by which the Company maintains Capital Accounts pursuant to this Section 4.3 is intended to comply with the requirements of § 704(b) of the Code and the Treasury Regulations promulgated thereunder. If, in the opinion of the Company's legal counsel or accountants, the manner by which the Company maintains Capital Accounts pursuant to the preceding provisions of this Section 4.3 should be modified in order to comply with § 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 4.3, the method by which the Company maintains Capital Accounts shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(c) Except as otherwise required in the Act, no Member or Economic Interest Owner shall have any liability to restore all or any portion of an Adjusted Capital Account Deficit balance in such Member's or Economic Interest Owner's Capital Account.

(d) Unless the Managers determine that making the adjustments under this Section 4.3(d) are not necessary to preserve the Members' respective economic interests in the Company, the Managers will cause the book values of all of the assets of the Company to be adjusted to equal their respective fair market values, as determined by the Managers, (taking Code § 7701(g) into account as provided in Treas. Reg.

§ 1.704-1(b)(2)(iv)(f)(1)) as of the following times: (i) the acquisition of an additional equity interest in the Company by any new or existing Member in exchange for more than a *de minimis* contribution to the Company's capital; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (including money, but excluding any promissory note of the Company) as consideration for all or part of that Member's Membership Interest; (iii) the grant of more than a *de minimis* equity or profits interest in the Company in consideration for services rendered to or for the benefit of the Company by a Member acting in a "partner capacity" within the meaning of Treas. Reg. § 1.704-1(b)(2)(iv)(f)(5)(iii) or by a new Member acting in a partner capacity or in anticipation of becoming a Member; and (iv) the liquidation of the Company within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g). Following a book up or book down, for purposes of computing the Company's Net Profits or Net Losses, the amount of that adjustment will be taken into account as income, gain, loss or deduction, as the case may be, as if the asset were sold for an amount equal to its adjusted book value as provided by Treas. Reg. § 1.704-1(f)(2). Subsequent allocations of items of income, gain, expense, deduction, and loss that are attributable to that property must, solely for income tax purposes, account, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder, for any variation at the time of that adjustment between the adjusted federal income tax basis of that asset and its book value (reverse 704(c) allocations).

(e) Each Member agrees that (1) the Company is authorized and directed to elect the "Safe Harbor" described in the proposed Revenue Procedure contained in the Internal Revenue Service Notice 2005-43 (the "Notice") and (2) the Company and each of its Members (including a Person to whom Membership Interest are Transferred in connection with the performance of services) agrees to comply with all of the requirements of the Safe Harbor described in the proposed Revenue Procedure with respect to all membership interests transferred in connection with the performance of services while the election is in effect. Each of the Members and the Company agrees not to report the income tax effects of the Safe Harbor Partnership Interest (as defined in the Notice) in a manner inconsistent with the requirements of the proposed Revenue Procedure, including the failure to provide appropriate information returns. Each Member acknowledges that the Notice contains a proposed Revenue Procedure and that the Notice and Revenue Procedure may undergo changes prior to their finalization. Each Member hereby grants to the tax matters partner a power-of-attorney coupled with an interest to amend this Agreement to conform to any changes to the Notice reflected in the final Notice and/or Revenue Procedure in order to permit the Company and its Members to qualify for the Safe Harbor Election (as defined in the Notice).

(f) The book values of certain Company assets will be increased (or decreased, as the case may be) to reflect any adjustments to the adjusted federal income tax basis of those assets pursuant to Code § 734(b) or Code § 743(b), but only to the extent that those adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(m). The adjusted book value will thereafter be used for purposes of computing Net Profits and Net Losses (or items, if any of income, gain, expense, deduction, or loss of the Company to be allocated hereunder that is not included in the computation of Net Profits and Net Losses). Unless this Agreement

provides otherwise, all decisions relating to the adjustment of the book value of the Company assets under Code § 754, including the determination of their fair market values at the time of adjustment, will be made by the Managers. To the extent that Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) requires an adjustment to the adjusted tax basis of any asset of the Company under Code § 734(b) or Code § 743(b) to be taken into account in determining the Capital Account balance of any Member, the amount of the adjustment to the Capital Accounts of the Members is to be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset).

4.4 Priority and Return of Capital. No Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner as to the return of Capital Contributions, Net Profits, Net Losses, or distributions; provided that this Section 4.4 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE V.
ALLOCATIONS, DISTRIBUTIONS, ELECTIONS, AND REPORTS

5.1 Allocations of Net Profits and Net Losses. All Net Profits and Net Losses shall be allocated in accordance with the Members' Percentage Interests.

5.2 Special Allocations. Notwithstanding Section 5.1 hereof, the following special allocations shall be made in the following order:

(a) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Treas. Reg. §1.704 2(b)), such deductions shall be allocated to the Members in the same manner as Net Profit or Net Loss is allocated for such period.

(b) Notwithstanding anything to the contrary in this Section 5.2 or ARTICLE V, any item of deduction, loss, or Code Section 705(a)(2)(B) expenditure that is attributable to "partner nonrecourse debt" shall be allocated in accordance with the manner in which the Members bear the economic risk of loss for such debt (determined in accordance with Treas. Reg. §1.704-2(i)).

(c) If there is a net decrease in "Company minimum gain" (within the meaning of Treas. Reg. §1.704-2(d)) for a fiscal year, then, subject to the last paragraph of this Section 5.2, there shall be allocated to each Member items of income and gain for that year equal to that Member's share of the net decrease in minimum gain (within the meaning of Treas. Reg. §1.704-2(g)(2)). The foregoing is intended to be a "minimum gain chargeback" provision as described in Treas. Reg. §1.704-2(f) and shall be interpreted and applied in all respects in accordance with that Regulation.

(d) If during a fiscal year there is a net decrease in partner (Member) nonrecourse debt minimum gain (as determined in accordance with Treas. Reg. §1.704-2(i)(3)), then, in addition to the amounts, if any, allocated pursuant to the preceding

paragraph, any Member with a share of that nonrecourse debt minimum gain (determined in accordance with Treas. Reg. §1.704-2(i)(5)) as of the beginning of the fiscal year shall, subject to the last paragraph of this Section 5.2, be allocated items of income and gain for that year (and, if necessary, for succeeding years) equal to that Member's share of the net decrease in such nonrecourse minimum gain. The foregoing is intended to be the "chargeback of partner [Member] nonrecourse debt minimum gain" required by Treas. Reg. §1.704-2(i)(4) and shall be interpreted and applied in all respects in accordance with that Regulation.

(e) To the extent that Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) or Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) requires an adjustment to the adjusted tax basis of any asset of the Company under Code § 734(b) or Code § 743(b) to be taken into account in determining a Capital Account balance, the amount of the adjustment to the Capital Account balances is to be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset). That gain or loss will be specially allocated to the Member or Economic Interest Owner (i) in proportion to their respective interests in the Company (as reasonably determined by the Managers) if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(2) applies, or (ii) as provided in Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) if Treas. Reg. § 1.704-1(b)(2)(iv)(m)(4) applies.

(f) If the allocation of any item of loss or deduction for any Fiscal Year pursuant to Section 5.1 would cause or increase an Adjusted Capital Account Deficit for any Member as of the end of such Fiscal Year, then, to the extent the allocation of such item of loss or deduction would have such effect, it shall be allocated instead (i) first, among those Members having positive balances in their Capital Accounts as of the end of such Fiscal Year in proportion to the positive balances in their respective Capital Accounts, and (ii) thereafter, as provided in Section 5.1. For the purposes of this Section 5.2(f), in determining whether the allocation of any item of loss or deduction for any Fiscal Year pursuant to Section 5.1 would cause or increase an Adjusted Capital Account Deficit of any Member as of the end of such Fiscal Year, such Member's Capital Account shall be reduced for items listed in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4),(5), and (6).

(g) If during any Fiscal Year a Member unexpectedly receives an adjustment, allocation, or distribution described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5), or (6), which causes or increases an Adjusted Capital Account Deficit for a Member, there shall be allocated to the Member items of income and gain (consisting of a pro rata portion of each item of Company income (including gross income) and gain for such year) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The foregoing is intended to be a "qualified income offset" provision as described in Treas. Reg. §1.704-1(b)(2)(ii)(d), and shall be interpreted and applied in all respects in accordance with the applicable Treasury Regulations.

(h) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member(s) to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

5.3 Section 704(c) Allocations.

(a) Items of income, gain, expense, deduction, and loss attributable to property contributed to the Company by a Member are to be allocated, for income tax purposes only, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder to account for any variation at the time of contribution between the adjusted federal income tax basis of that property to the Company and its initial book value, as determined by the Managers pursuant to Section (a).

(b) If the book value of any property of the Company is adjusted on the Company's books under Section 4.3(d), subsequent allocations of items of income, gain, expense, deduction, and loss that are attributable to that property must, solely for income tax purposes, account, in accordance with Code § 704(c) and the Treasury Regulations promulgated thereunder, for any variation at the time of that adjustment between the adjusted federal income tax basis of that asset and its book value.

(c) All decisions and elections pertaining to the allocations under Subsections (a) and (b) are to be made by the Managers. Allocations under this Section 5.3 are solely for purposes of federal, state, and local income taxes and are not to affect, or in any way be taken into account in computing, any Member's or Economic Interest Owner's Capital Account or share of Net Profits, Net Losses (or items, if any, of income, gain, expense, deduction, or loss to be allocated hereunder that are not included in the computation of Net Income or Net Losses) or distributions under this Agreement. This Section 5.3 is intended to comply with, and grant the Managers the maximum flexibility afforded under, Code § 704(c) and the applicable Treasury Regulations with respect to the decisions and elections to be made thereunder and shall be interpreted and applied in a manner that is consistent with that intention.

5.4 Distributions. All distributions of Distributable Cash shall be approved by the Managers (except for distributions pursuant to Section 5.5) and made to the Members in the same manner as Net Profits and Net Losses are allocated pursuant to Section 5.1. Any proceeds from the sale of Company property which results in a termination of the Company shall be distributed in accordance with ARTICLE VIII. Except for distributions made pursuant to Section 5.5, the Company shall not make distributions to Members at any time during which the Company's: (a) fixed charge coverage ratio is less than 1.15, (b) outstanding loan obligations from all sources is in excess of three (3) times EBITDA on a trailing twelve (12) month basis, or (c) such distribution occurs while the Company is insolvent or such distribution would cause the Company to become insolvent.

5.5 Income Tax Distributions. Except as provided in this Section 5.5, the Company shall make a distribution to each Member at least quarterly (April 15, July 15, October 15, and January 15) in an amount not less than the sum of the highest marginal federal, state, and local income tax rates applicable to any Member multiplied by the amount of Net Profits attributable to the immediately preceding quarter, with all projected allocations made in the same manner as Net Profits and Net Losses are allocated pursuant to Section 5.1. Any amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company

shall be treated as amounts distributed to the relevant Member pursuant to this Section 5.5.

5.6 Financial Statements. The Company shall prepare and deliver to each Member, within ninety (90) days after the close of each Fiscal Year, true and complete financial statements of the Company as of the close of business on the last day of, and for the period constituting, its Fiscal Year. A Member may have performed, at such Member's sole expense, audits of the books and records of the Company, provided that the Member gives the Company reasonable advance notice of any such audit and the audit is conducted during the Company's regular business hours without unduly interfering with the normal conduct of the Company's business.

5.7 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on such Member's Capital Contribution or, except as otherwise specifically provided herein, to return of such Member's Capital Contribution.

ARTICLE VI.
NEW MEMBERS; TRANSFERABILITY

6.1 Admission of New Members.

(a) The Members by approval of Members holding a Majority Interest may raise new capital by admitting new Members.

(b) No Person shall be admitted as a new Member of the Company unless (i) such Person is added as a party to this Operating Agreement and duly and validly agrees in a writing in form and substance satisfactory to the Company to be bound by the terms and conditions of this Operating Agreement (ii) (A) the Members holding a Majority Interest approve the admission of such Person as a new Member or (B) the Transfer to such person of the Membership Interest is a Transfer permitted by this ARTICLE VI, and (iii) required by the Act, notwithstanding any provision in this Operating Agreement to the contrary.

(c) Upon the admission of a new Member in accordance with the Act and this Operating Agreement, there shall be a special closing of the Company's books solely for the purpose of determining the value of the Company on such date by whatever method the Managers, in its sole and absolute discretion, considers reasonable, and the Capital Accounts of the existing Members shall be adjusted accordingly pursuant to Section 4.3(d). Concurrently with such adjustment, the new Member shall pay to the Company such Member's Capital Contribution, the Managers shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member, and the Percentage Interests and Exhibits A and B shall be adjusted accordingly.

6.2 Restrictions on Transfer.

(a) No Member shall Transfer any or all such Member's Membership Interest except as specifically permitted by, and in strict compliance with, this ARTICLE VI. Any purported Transfer by a Member of any or all of such Member's Membership Interest not in strict compliance with this ARTICLE VI shall be null, void, and of no legal force or effect.

(b) A Member shall be permitted to Transfer any or all of such Member's Membership Interest free of the requirements under Sections 6.3 and 6.4 to any or all of (i) one or more of the Persons that is a Member immediately prior to such Transfer, (ii) a trust which has as its sole beneficiaries Persons described in the preceding clause (i), and (iii) the Company (each an "Approved Transferee" and collectively the "Approved Transferees"); provided that such Transfer otherwise complies with the terms of this ARTICLE VI and that concurrently with or prior to any such Transfer, the Company, at its option, shall have received an opinion of counsel acceptable to the Company that such Transfer complies with all applicable federal and state securities laws.

(c) The Company shall not enter any Transfer of a Membership Interest of any Member on the books or records of the Company unless, prior to such Transfer, the Managers have determined that such Transfer is in accordance with the terms of this Operating Agreement.

6.3 Right of First Refusal.

(a) If a Member desires to Transfer any or all of such Member's Membership Interest and solicits or receives a bona fide offer to acquire such Membership Interest that such Member desires to accept (an "**Offer**"), then such Member shall promptly, but not less than ten (10) business days after receipt of the Offer, give the Company and each of the other Members written notice of the Offer (the "**Notice**"). The Notice shall specify: (i) the portion of the Membership Interest which is the subject of the Offer (the "**Offer Interest**"); (ii) the identity, residence address, and resume of the proposed acquiror of the Offer Interest and of each Person that will have a legal or beneficial interest in the Offer Interest (collectively, the "**Proposed Acquirors**"); (iii) all terms of the transaction that is proposed by the Offer; (iv) the price per percentage point for the Offer Interest , including a detailed description of the terms of payment and of any non-cash consideration to be received by such Member (the "**Offer Price**"); and (v) the proposed time and date of closing of the Offer transaction, which shall not be sooner than sixty-one (61) days after receipt by the Company and the other Members of the Notice (the "**Proposed Closing Time**"). True and complete copies of all documents relating to, referencing, or containing the terms and provisions of the proposed Transfer of the Offer Interest must be appended to the Notice.

(b) Beginning on the date the Company receives an effective Notice and ending thirty (30) days thereafter (the "**Company Option Period**"), the Company shall have the exclusive right (but not the obligation) to acquire the Offer Interest, for the Offer Price upon the terms and conditions proposed in the Offer. The Company may exercise its option by delivering, within the Company Option Period, to the Member who has given Notice and to each of the other Members a writing stating that the Company has elected to

acquire the Offer Interest pursuant to this Section 6.3 (the "**Notice of Company Option Exercise**"). The Managers shall decide whether the Company exercises its option. The Notice of Company Option Exercise shall stipulate a closing date for the Company's acquisition of the Offer Interest that shall be on or before the later of (i) sixty (60) days after the date on which the Company received an effective Notice or (ii) the Proposed Closing Time.

(c) If the Company Option Period expires without the Company electing to acquire the Offer Interest, then, for a period of thirty (30) days commencing thirty-one (31) days after the date on which the Company received an effective Notice (the "**Members' Option Period**"), the Members (other than the Member who has given the Notice) shall, in proportion to their respective Percentage Interests (not counting the Percentage Interest held by the Member who has given Notice), have the exclusive right (but not the obligation) to acquire the Offer Interest for the Offer Price upon the terms and conditions proposed in the Offer. Such Members may exercise this option by delivering, within the Members' Option Period, to the Member who has given the Notice and to the Company a writing stating that such Members have elected to acquire the Offer Interest pursuant to this Section 6.3(c) (the "**Notice of Members' Option Exercise**"). The Notice of Members' Option Exercise shall stipulate a closing date for the acquisition of the Offer Interest that shall be on or before the later of (i) seventy (70) days after the date on which the Company received the Notice or (ii) the Proposed Closing Time. If not all Members (other than the Member who has given the Notice) elect to acquire the Offer Interest, the Members that have elected to acquire the Offer Interest may send the Notice of Members' Option Exercise and acquire the Offer Interest, with each such electing Member being entitled to acquire up to that portion of the Offer Interest in proportion to such Member's respective percentage of the total Percentage Interests of the actual purchasers.

(d) If the Offer Price includes non-cash consideration, any of the Members (other than the Member giving the Notice) or the Company may substitute cash in an amount equal to the approximate fair market value (as reasonably determined by the Managers) of the non-cash consideration. If the Offer contains any terms or provisions that the Managers determines will be more onerous to the Company or its Members than to the Proposed Acquirors ("**Evasion Terms**"), the Managers may permit the Company or the Members (other than the Member giving the Notice) to exercise their respective options described in Sections 6.3(b) and 6.3(c) and to acquire the Offer Interest without complying with such Evasion Terms; provided, however, the Managers shall not be permitted to reduce, or to extend the time for payment of, cash consideration included in the Offer Price which is (i) not contingent, (ii) fixed in amount, and (iii) payable on a date fixed by the Offer. The provisions of this Section 6.3(d) shall not be avoided by the inclusion in any Offer of terms and provisions that would have the effect (actual or potential) of making the Offer more onerous or expensive if consummated by the Company or the Members than if consummated by the Proposed Acquirors.

(e) If the Company Option Period and the Members' Option Period expire without the election by the Company or the Members (other than the Member who has given the Notice), respectively, to acquire the entire Offer Interest, then, upon satisfaction of all conditions under this Operating Agreement (including Section 6.1) and receipt by the

Company, at its option, of an opinion of counsel acceptable to the Company that the transfer of the Offer Interest pursuant to the Offer complies with all applicable federal and state securities laws, the Member who has given the Notice shall be free to transfer the Offer Interest to the Proposed Acquirors by the Proposed Closing Time on the exact terms and conditions set forth in the Offer. Any variation of or amendment, modification, or supplement to such terms and conditions shall create a new offer subject to the provisions of this Section 6.3, and if the Offer transaction is not consummated by the Proposed Closing Time, it shall be a new Offer subject to the provisions of Section 6.3.

6.4 Purchase on Death, Permanent Disability or Termination of Employment.

(a) Upon the death or permanent disability of any Member (the "**Deceased/Disabled Member**"), the Deceased/Disabled Member shall be treated as if such Member received an Offer under Section 6.3(a) with a deemed Offer Price equal to the quotient of a fraction where the numerator is equal to five (5) times EBITDA less all outstanding liabilities and the denominator is equal to 100 (**"Value"),** and the Company shall be obligated to purchase such Offer Interest with the purchase price paid in sixty (60) equal monthly installments of principal bearing interest at a rate of 4% per annum. "**EBITDA**" means the Company's net earnings before interest, taxes, depreciation and amortization. EBITDA shall be the average monthly EBITDA for the twenty-four (24) month period immediately prior to the date of death, disability, or termination of employment multiplied by twelve (12). EBITDA shall be determined from the Company's books and records and shall not include any additions for the Member's compensation or benefits.

A Member will be considered disabled for purposes of this Agreement if such Member is unable to engage in any substantial gainful activity required of such Member by the Company by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

(b) Marth has been employed by Innomark Communications LLC ("**Innomark Communications**"), an Affiliate of Company. On an initial basis, Marth is employed by Innomark Communications to serve as President of Company. If Marth's employment is terminated during the first five years of Marth's employment, if such termination is for any reason other than termination for convenience by Innomark Communications or if Innomark Communications elects not to renew Marth's employment agreement with Innomark Communications (**"Marth Employment Agreement"),** Marth shall be treated as if he received an Offer under Section 6.3(a) with a deemed Offer Price equal to $1.00, and the Company shall have the right and obligation to purchase such Offer Interest. If Marth's employment with Innomark Communications is: (a) terminated for any reason after such five year period, regardless of cause (except as provided in Section 10.5 hereof, which provides for the purchase of a Member's Membership Interest for $1.00 in the event of a breach of Article X by a Member); or (b) is terminated during the first five years of Marth's employment by Innomark Communications due to a termination for convenience by Innomark Communications, or if Innomark Communications elects not to renew the Marth Employment Agreement as provided therein; or (c) if at any time Marth is reassigned by Innomark Communications to work for an Affiliate other than Company as

described in Section 1 of the Marth Employment Agreement, then in any such event Marth shall be treated as if he received an Offer under Section 6.3 with a deemed Offer Price equal to Value, and the Company or the other Members shall have a right but not the obligation to acquire Marth's Offer Interest, in which case payments shall be made in seventy-two equal monthly installments of principal bearing interest at a rate of 3% per annum.

6.5 Tag Along; Drag Along.

(a) If a Member or Members holding of record at least fifty-four percent (54%) of the issued and outstanding Membership Interest ("Majority Block") receive an Offer from a third party (who may be another Member) to acquire a Majority Block (a "Majority Block Offer"), the Member(s) receiving the Majority Block Offer shall provide Notice of the Majority Block Offer in accordance with Section 6.3. The other Members shall have the right to have their Membership Interest sold in the Majority Block purchase transaction to the proposed purchasers on the same terms set forth in the Majority Block Offer (the "Tag Along Right") by sending written notice of the exercise of this Tag Along Right to all Members within thirty (30) days of receipt of the Notice. If the Tag Along Right is exercised, each Member who gave the Notice about the Majority Block Offer (the "Majority Block Offeree(s)"), and each Member who exercises the Tag Along Right, shall sell to the proposed purchasers only that percentage of Membership Interest equal to the percentage of Membership Interest that such Member holds multiplied by a fraction, the numerator of which is the percentage of Membership Interest that the proposed purchasers have offered to purchase in the Majority Block Offer and the denominator of which is the total percentage of Membership Interest held by all Members who have elected to participate in the Majority Block purchase transaction. No Majority Block purchase transaction shall close unless either (i) the Members other than the Members giving the Notice shall have exercised the Tag Along Right or shall have waived, in writing, the exercise thereof, or (ii) thirty (30) days shall have elapsed after receipt of the Notice by the Company and each of the Members, and then subject to any timely exercised Tag Along Right.

(b) If any person or entity makes an offer to purchase all or substantially all of the Membership Interest (a "Drag Along Offer"), any Member receiving the Drag Along Offer shall provide Notice of the Drag Along Offer to Company and the other Members in accordance with Section 6.3. The Members holding at least eighty-one percent (81%) of the Membership Interest shall have the option, by providing written notice to the Company and the other Members within thirty (30) days after receipt of the Notice of Drag Along Offer, to require the Company and the other Members to accept the Drag Along Offer and to proceed in accordance therewith.

(c) This Section 6.5 shall control and supersede the other provisions of this Agreement hereof in the event of any conflict.

ARTICLE VII.
MANAGEMENT OF COMPANY

7.1 Management. Except to the extent otherwise provided in this Operating Agreement, the Managers shall direct, manage, oversee, and control the business and operations of the Company. The Managers may appoint such officers as it deems appropriate. The officers shall perform such duties as the Managers determine. No Member may act on behalf of the Company in derogation of the authority, power, and discretion of the Managers. Without limiting the generality of the foregoing, and subject to any restrictions in the Company's Articles of Organization or this Operating Agreement, the Managers may authorize the Company to:

(a) raise additional capital by requesting additional Capital Contributions from the Members in accordance with Section 4.1(b);

(b) make distributions to the Members;

(c) endorse any instrument or act as an accommodation party or otherwise become a guarantor or surety for any Person;

(d) borrow or lend money or make, deliver, or accept any commercial paper;

(e) execute any mortgage, bond, or lease;

(f) purchase or sell real or personal property;

(g) incur any expense or liability;

(h) establish the Company's policies with respect to personnel, environmental, health and safety, accounting, internal audit, tax, and other management functions;

(i) hire and fire, and determine the compensation of, the Company's executive employees, officers and agents; and

(j) obtain appropriate types and amounts of insurance for the Company and its assets.

7.2 Managers - Number, Appointment and Tenure.

(a) The Company shall initially have three (3) Managers, who shall be Gary Boens, William Fair and Paul Molyneux. The Managers hereby appoint Marth as President of Company. Marth's duties shall be set forth in Marth's Employment Agreement.

(b) The Managers shall serve until the earliest of their resignation, removal, or death. The Managers may only be removed or replaced by the affirmative vote of a Majority Interest of the Members.

7.3 Action by Managers.

(a) The Managers shall act by the approval of at least two-thirds (2/3) of the Managers of Company.

(b) Unless otherwise expressly provided in this Operating Agreement or required by applicable law, a Manager who has or may have conflicting interests in the outcome of any matter upon which the Managers take action or consents must disclose such interest to all other Managers and to all Members in reasonable detail. After disclosure, any Managers, including the Manager who disclosed his or her interest, may vote upon or consent to any such matter.

(c) Action required or permitted to be taken by the Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by at least two-thirds (2/3) of the Managers.

7.4 Restrictions on Manager's Authority. The Managers shall not do any of the following acts without the approval of Members holding a Majority Interest:

(a) transfer or sell all or substantially all of the Company's assets;

(b) subject to the provisions of ARTICLE VI, admit a new Member to the Company;

(c) convert the Company into, or merge or consolidate the Company with, any other Person;

(d) except as otherwise permitted under ARTICLE VI, redeem, purchase, or otherwise acquire any Membership Interest; or

(e) except as contemplated by Section 7.6 or any other indemnity provision of this Operating Agreement, cause the Company to lend any funds to, or to guaranty the debts or obligations of, any Member.

7.5 Standard of Care. Each Member, Manager, and officer shall perform such Person's duties in good faith, in a manner such Person reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like

position would use under similar circumstances. The Member, Manager, or officer who so performs the duties as a Member, Manager, or officer shall not have any liability by reason of being or having been a Member, Manager, or officer of the Company. In performing such Person's duties, the Member, Manager, or officer shall be entitled to rely upon such information, opinions, reports, or statements, including financial statements or other financial data, presented or prepared by (a) any of the Company's other Members, Managers, officers, or employees whom such Member, Manager, or officer reasonably believes are reliable and competent in the matters prepared or presented, or (b) any other Person, including lawyers or accountants, as to matters which such Member, Manager, or officer reasonably believes are within such Person's professional or expert competence. No Member, Manager, or officer shall be personally liable to the Company in monetary damages for breach of a duty to the Company unless it is proved in a court of competent jurisdiction that such Person's action or failure to act (i) was not in good faith, (ii) was undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company, (iii) resulted in an improper personal benefit to such Person or any related party as determined by application of Code § 267(b) at the expense of the Company, (iv) constituted fraud or deceit, or (v) was a knowing violation of law.

7.6 Indemnification. The Company shall indemnify each person who is or was a manager, member, officer, or employee of the Company or such other Persons covered by Ohio Revised Code Section 1705.32, to the fullest extent permitted by Ohio Revised Code Section 1705.32.

7.7 Bank Accounts. The Managers or the officers of the Company may open and maintain bank accounts in the name of the Company at such banks as the Managers may designate.

7.8 Compensation and Reimbursement. The Company may compensate its officers and employees (if any), as determined by the Managers. A Manager shall not receive any compensation for its services in such capacity. The Members, Managers, and officers shall be entitled to reimbursement by the Company for reasonable expenses incurred, including travel expenses, on behalf of the Company.

7.9 Right to Rely on the Manager. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by two of the Managers as to the identity of any Member, Manager, or officer of the Company or the Persons who are authorized to execute and deliver any instrument or document of the Company.

7.10 Tax Matters "Partner." The Managers may designate a tax matters "partner" as necessary for purposes of federal and state income tax matters. The tax matters "partner" shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. The tax matters partner may consent to extend the applicable statute of limitation period for the assessment or enforcement of any federal, state, or local income tax.

7.11 Action Authorized by Members. Notwithstanding anything to the contrary provided in this ARTICLE VII, any action of the Company that may be authorized by the Managers may be authorized and taken when such action is authorized by the unanimous written consent of the Members.

ARTICLE VIII.
DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall be dissolved upon the approval of Members holding a Majority Interest.

8.2 Effect of Filing of Certificate of Dissolution. Upon the filing with the Secretary of State of a certificate of dissolution, the Company shall continue its existence until the winding up of its affairs is completed.

8.3 Winding Up, Liquidation, and Distribution of Assets.

(a) Upon dissolution, the Managers shall immediately proceed to wind up the affairs of the Company, unless the Members, by an affirmative vote of the Members holding a Majority Interest, elect to continue the business of the Company in order to maximize its value as a going concern for eventual sale.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind),

(ii) allocate any Net Profit or Net Loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with ARTICLE V,

(iii) discharge all known liabilities of the Company, including liabilities to Members and Economic Interest Owners who are also creditors, to the extent permitted by law, other than liabilities to Members and Economic Interest Owners for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such reserves shall be deemed to be an expense of the Company), and

(iv) distribute the remaining assets in the following order:

(A) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by

agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value.

(B) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Treas. Reg. §1.704-1(b)(2)(ii)(b)(2).

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, allocations, and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution above the amount such Member is deemed obligated to restore under Treas. Reg. § 1.704-1(b)(2)(ii)(c)(1), and the negative Capital Account balance that the Member is not obligated to restore shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

ARTICLE IX.
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Each Member hereby represents, warrants, and covenants that:

9.1 Due Organization; Authorization of Operating Agreement. Each Member has the right to enter into this Operating Agreement, which constitutes the legal, valid, and binding obligation of such Member.

9.2 No Conflict with Restrictions; No Default. Neither the execution, delivery, and performance of this Operating Agreement nor the consummation by such Member of the transactions contemplated hereby will conflict with, violate, or result in a breach of: (a) any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Member; or (b) any of the terms, conditions, or provisions of the organizational or governance documents of such Member if it is a corporation or other business entity or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of his, her, or its material properties or assets is subject.

9.3 Securities. Such Member is acquiring his, her, or its Membership Interest only for his, her, or its own account and not on behalf of any other Person, and only for the purpose of holding for investment and not with a view to any further distribution thereof. No

other Person is participating with, or providing or otherwise arranging funds, or credit for such Member in respect to the acquisition of his, her, or its Membership Interests. Except as contemplated by ARTICLE VI of this Operating Agreement, such Member has no agreement, arrangement, or understanding for transfer of any part of his, her, or its Membership Interest to any other Person. Subject to and in addition to all of the restrictions on transfer contained in this Operating Agreement, such Member shall not offer for sale or sell any part of his, her, or its Membership Interest except upon acceptance by the Company of an opinion of counsel for the purchaser in such form as is satisfactory to counsel for the Company that registration under federal and state securities laws is not required. Such Member (a) either has such knowledge and experience in financial and business matters, or has the advice or representation of a person or entity having such knowledge and experience, to be able to evaluate the merits and risks of his, her, or its investment in the Company or has been given or had access to sufficient information regarding the Company to evaluate the investment in his, her, or its Membership Interest being acquired, and (b) is able to bear the economic risk of the investment in his, her, or its Membership Interest and to hold the same for purposes of investment. Such Member is aware that no market exists for the resale of his, her, or its Membership Interest.

9.4 Indemnification. Each Member hereby agrees, to the extent that any Company lender does not accept guarantees of Company obligations proportionate to the ownership interest of such guarantors, that such Member ("**Indemnifying Member**") shall indemnify any other Member who has been called upon to satisfy a Company obligation in excess of such Member's proportionate share of the obligation, based on the Member's proportionate Membership Interest, to the extent that the Indemnifying Member has not yet satisfied an amount with respect to a guarantee on the same Company obligation equal to the Indemnifying Member's proportionate share of that obligation.

ARTICLE X.

NONCOMPETITION; NONSOLICITATION

10.1 Each Member acknowledges and agrees that:

(a) Company and Company's Affiliates will suffer immediate and irreparable harm, loss and damage not adequately compensable by monetary damages if a Member violates one of the provisions of Sections 10.2 and 10.3 of this Agreement.

(b) All of the covenants contained in Sections 10.2 and 10.3 of this Agreement constitute restrictive covenants which are necessary for the protection of Company and Company's Affiliates' business and Customer relationships, and which are reasonable to each Member, the Company and the public. Each Member acknowledges and agrees that, at such time as a Member is no longer a Member, such departing Member will be in a position to earn a sufficient livelihood without violating any of the provisions of Sections 10.2 and 10.3 of this Agreement.

10.2 As a condition of becoming a Member of Company, each Member agrees:

(a) While Member is a Member of Company and for a period of two (2) years immediately following Member's termination of his interest in Company (whether by sale of his Membership Interest to Company, another Member or to a third party, as contemplated herein or otherwise), and for so long as the business of the Company is continuing (including but not limited to business being conducted by any other Member of the Company or any person deriving title to the business or its goodwill from any other Member of the Company), each Member agrees that he will not, either on his own behalf or on behalf of any other person or other entity, directly or indirectly:

i. Solicit or induce any of Company's or Company's Affiliates' Customers, or Prospective Customers to transfer any part of the business they do, did or were proposed to do with Company or its Affiliates, to any other person or entity.

ii. Open, operate, own an interest in or perform services for, or in any way engage in the business of, any other proprietorship, partnership, firm, trust, corporation, limited liability company, or other entity (whether as an owner, partner, stockholder, beneficiary, director, officer, employer, employee, agent, independent contractor, representative, consultant or otherwise) which, directly or indirectly, competes with Company and/or its Affiliates in performance of the Company's business in the geographic area where Company has conducted business in the twenty-four month period immediately prior to the date when Member's Membership Interest is terminated.

iii. It is agreed that it shall not be a violation of this Agreement for a Member to own any securities listed on a National Security Exchange or Register under the Securities Act of 1934.

iv. In the case of Marth with respect to the time period after Marth transfers his Membership Interest in Company as described above, the restrictions set forth in Section 10.2(a)(i) and 10.2(a)(ii) shall not apply to the following Customers: Oakley, Glamglow, Hatch Beauty, Fox Entertainment, Warner Brothers, John Paul Mitchell, Parlux, Lindt Chocolates, Ghirardelli Chocolates and Parfum Décor.

10.3 Each Member further agrees that he will not, for so long as he is a Member of Company and for two (2) years following the transfer of the Member's Membership Interest to Company, another Member or to a third party, as contemplated herein, directly or indirectly, or by action in concert with others, induce or influence, or seek to induce or influence, any person who is then engaged by Company or a Company Affiliate as an employee, agent, independent contractor or otherwise, to terminate said person's employment or engagement with Company or Company's Affiliate, nor shall Member directly or indirectly, solicit for employment, or engagement, or advise or recommend to any other person or entity that such person or entity employ or engage or solicit for employment

or engagement, any person then employed or so engaged by Company or Company's Affiliate.

10.4 The restrictive covenants contained in Sections 10.2 and 10.3 of this Agreement shall be construed as agreements which are independent of any other provision of this Agreement or any other understanding or agreement between the parties, and the existence of any claim or cause of action of Member against Company, of whatsoever nature, shall not constitute a defense to the enforcement by Company of said restrictive covenants.

10.5 Each Member expressly acknowledges and agrees that the business of Company and its Affiliates is highly competitive and that a violation of any of the provisions of Sections 10.2 and/or 10.3 of this Agreement would cause immediate or irreparable harm, loss and damage to Company and Company's Affiliates not adequately compensable by monetary damages. Without limiting any of the other remedies available to Company at law or in equity, each Member agrees that any actual or threatened violation of any provisions of Sections 10.2 and/or 10.3 of this Agreement may be immediately restrained or enjoined by any court of competent jurisdiction, and that any temporary restraining order or emergency, preliminary or final injunctions may be issued in any court of competent jurisdiction without notice and without bond. Additionally, if Company or another Member has purchased the departing Member's Membership Interest, and such departing Member violates the provisions of Sections 10.2 and/or 10.3, the purchaser of the departing Member's Membership Interest may reduce the purchase price for the departing Member's Membership Interest to $1.00 upon written notice to the departing Member.

10.6 It is the desire of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any portion of this Agreement shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalid under such laws or public policies, such Section or Sections shall be deemed amended to delete therefrom such portion adjudicated, such deletion to apply only with respect to the operation of such Section or Sections in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required, and the parties shall be deemed to have substituted for such portions so deleted words which give the maximum scope permitted under applicable law to such Section or Sections. In the event of litigation between a Member and Company and/or an Affiliate, each Member undertakes to and shall, upon the request of Company and/or its Affiliate, stipulate in such litigation to any and all of the acknowledgments which Member has made in this Agreement.

ARTICLE XI.
MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice given pursuant to this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes to a party (a) if delivered personally to such party or to an executive officer of such party to whom the same is directed, (b) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's facsimile number, as appropriate, which is set forth in this Operating Agreement) by facsimile, with receipt confirmed by telephone, (c) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment thereof, or (d) if sent to such party or to an executive officer of such party to whom the same is directed (addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement) by registered or certified mail, postage and charges prepaid. Any such notice shall be deemed to be given (i) upon personal delivery, as provided above, (ii) upon telephonic confirmation of receipt of notice sent by facsimile, as provided above, (iii) one (1) business day after delivery to a regularly scheduled overnight delivery carrier, addressed and sent as provided above, or (iv) three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as provided above.

11.2 Application of Ohio Law. This Operating Agreement and its interpretation shall be governed exclusively by the laws of the State of Ohio. The Members and the Company hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio.

11.3 No Right of Partition. No Member shall have the right to partition any property of the Company during the term of this Operating Agreement, nor shall any Member make application to any court or other authority having jurisdiction in the matter or commence or prosecute any action or proceeding for partition or the sale thereof. Upon any breach of the provisions of this Section 11.3 by any Member, each of the other Members, in addition to all rights and remedies in law and in equity any of them may have, shall be entitled to a decree or order restraining and enjoining such application, action, or proceeding.

11.4 Amendments. This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members; provided, however, that without consent of any Member, the Managers may amend this Operating Agreement to reflect changes validly made in the membership of the Company, including, but not limited to, amending Exhibits A and B to reflect the Percentage Interests and the Capital Contributions of, and other information respecting, the Members.

11.5 Waivers. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Operating Agreement shall not prevent

a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.6 Heirs, Successors, and Assigns. Each provision of this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement and the Act, their respective heirs, legal representatives, successors, and assigns.

11.7 Unenforceable Provision. If any provision of this Operating Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Operating Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

11.8 Entire Operating Agreement. This Operating Agreement contains the entire understanding among the Members with respect to its subject matter.

11.9 Creditors. No provision of this Operating Agreement shall be for the benefit of, or enforceable by, any creditor of the Company.

11.10 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

11.11 Construction. Whenever the singular form of a word is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

11.12 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Operating Agreement.

11.13 Representation. The Members acknowledge that Taft Stettinius & Hollister LLP drafted this Operating Agreement while representing the Company. Each Member has been given the opportunity to retain other counsel to represent the Member's separate interests in connection with this Operating Agreement.

IN WITNESS WHEREOF, the undersigned Members and the Company have executed this Operating Agreement as of the date first written above.

MEMBERS:

____
GARY BOENS

____
WILLIAM FAIR

____
PAUL MOLYNEUX

____
MARK MARTH

THE COMPANY:

INNOMARK WEST LLC

By:______________________________
Paul Molyneux, Manager

By:______________________________
Gary Boens, Manager

By:______________________________
William Fair, Manager

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EXHIBIT B

Names and Addresses of Members

Name	Address
William K. Fair	5614 Duck Row, Dayton, Ohio 45429
Paul R. Molyneaux	9341 Patriot Woods Court, Dayton, Ohio 45458
Gary Boens	197 Lookout Drive, Oakwood, Ohio 45419
Mark Marth	14337 Riverside Drive, Unit 4, Sherman Oaks, CA 91423

EXHIBIT A

Members	Percentage Interests	Initial Capital Contributions
Gary Boens	33%	$333.00
William Fair	33%	$333.00
Paul Molyneux	33%	$333.00
Mark Marth	1%*	$1.00
Totals	100%	$1,000

*Marth has an option to purchase an additional 17% Membership Interest in Company as described in the Marth Employment Agreement.

MEMBERSHIP INTEREST REDEMPTION AGREEMENT

THIS MEMBERSHIP INTEREST REDEMPTION AGREEMENT (this "Agreement"), is executed as of the 16 day of December, 2015 (the "Effective Date"), by and between INNOMARK WEST LLC, an Ohio limited liability company (the "Company"), and MARK MARTH ("Marth").

RECITALS

A. Marth owns a 1% percentage interest in the Company (the "Membership Interest") and the option to purchase an additional 17% percentage interest in the Company (the "Option Interest").

B. Marth desires to transfer and relinquish the Membership Interest and his right to the Option Interest, and the Company desires to redeem the Membership Interest pursuant to the terms set forth in this Agreement.

AGREEMENT

In consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CLOSING; EFFECT; PAYMENT OF REDEMPTION PRICE.

1.1. Company hereby agrees to purchase from Marth, and Marth hereby agrees to sell, transfer, and assign to Company the Membership Interest in exchange for the Redemption Price (defined below). Marth's right to purchase the Option Interest is hereby terminated, cancelled, and extinguished.

1.2. The closing with respect to the transaction contemplated in this Agreement shall be effective as of the Effective Date.

1.3. On the Effective Date, all Marth's right, title and interest in and to Membership Interest shall, by operation of this Agreement, be hereby (and for all purposes shall be deemed to be) transferred and assigned to Company, free and clear of any mortgage, pledge, hypothecation, rights of others, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge or similar restrictions or limitations, including any restriction on the right to vote, sell or otherwise dispose of the Membership Interest.

1.4. The total redemption price for Redeemed Units purchased and sold hereunder shall be an amount equal to $1.00 (the "Redemption Price"). The parties hereto agree that the Redemption Price will be paid by the Company to Marth on the Effective Date.

MM

2. **REPRESENTATIONS AND WARRANTIES BY MARTH**. Marth is the owner, beneficially and of record, of the Membership Interest being transferred to the Company herein, free and clear of all liens and encumbrances. Marth represents and warrants to the Company as of the Effective Date that the execution, delivery and performance of this Agreement, and the consummation by Marth of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of Marth. This Agreement has been duly executed and delivered by Marth, and constitutes or will constitute a valid and binding obligation of Marth enforceable against it in accordance with its terms.

3. **INDEMNIFICATION**. Marth agrees to indemnify, defend, and hold harmless the Company from and against any claims, losses, or liability suffered or incurred as a result of Marth's breach of any obligation, representation, warranty, covenant or agreement or because any representation or warranty contained herein or in any document furnished or required to be furnished pursuant to this Agreement is false, including all costs, expenses, including reasonable attorneys' fees, incurred by the Company in connection with any demand, action, suit, proceeding, assessment, or judgment incident to the foregoing.

4. **CONFIDENTIALITY**. Unless otherwise permitted by the Company, Marth shall not, directly or indirectly, at any time, disclose any Confidential Information (defined below) to any person (other than the Company or its owners), or use, or assist any person (other than the Company or its owners) to use, any Confidential Information, excepting only disclosures required by applicable law or governmental or judicial order.

For purposes of this Agreement, "***Confidential Information***" means all trade secrets, proprietary data and other confidential information of the Company; financial information; information relating to business operations; provided, however, that Confidential Information shall not include any information that: (i) is public knowledge prior to its disclosure to Marth, (ii) is or becomes publicly available through no fault of Marth.

Marth acknowledges and agrees that the provisions of this section are fundamental and essential for the protection of the Company's legitimate business and proprietary interests, the provisions are reasonable and appropriate in all respects, and the Company's remedies at law for any violation or attempted violation by Marth, or its affiliates, of any of its obligations under this section would be inadequate, and agree that in the event of any such violation or attempted violation, the Company shall be entitled to a temporary restraining order, temporary and permanent injunctions, specific performance and other equitable relief, without the necessity of posting any bond or proving any actual damage, in addition to all other rights and remedies that may be available to the Company from time to time. This Section 4 shall not be deemed to limit any other confidentiality requirements Marth may have under other agreements with the Company.

5. **MISCELLANEOUS.**

5.1 This Agreement embodies the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements with respect to such subject matter. Neither this Agreement, nor any provisions hereof, may be changed, waived, discharged,

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or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

5.2 Neither party shall assign his/its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and nothing in this Agreement shall confer any rights upon any other person or entity other than the parties and their respective successors and assigns.

5.3 The provisions of this Agreement shall be interpreted and construed in accordance with the internal laws of the State of Ohio, without regard to its choice of law principles by a court of competent jurisdiction sitting in Montgomery County, Ohio.

5.4 Each party shall, without further consideration, execute and deliver to the other party such other documents and agreements (including, without limitation, instruments of transfer, assumption and release), and take such other actions, as either party may reasonably request to carry out and effect the purposes of this Agreement.

5.5 If any provision in this Agreement is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then (i) such provision or provisions shall be construed by such court to give such provision or provisions force and effect to the fullest possible extent that it or they would be legal, valid and enforceable, (ii) the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void or unenforceable provision or provisions had been written in a manner that would make the same legal, valid, and enforceable, and (iii) the rights, obligations and interest of the parties under the remainder of this Agreement shall continue in full force and effect.

5.6 The delivery of an executed copy of this Agreement or of any amendment hereto made by a commercially reasonable means of receipted delivery, including facsimile transmission or other electronic means by any party shall constitute effective delivery of such document by such transmitting party to the receiving party, and any such executed facsimile copy or electronic transmission so delivered shall be deemed equivalent to an executed original. This Agreement may be executed in several counterparts, each of which shall be deemed effective only upon delivery and thereafter shall be deemed an original, and all of which together shall be taken to be one and the same instrument, for the same effect as if all parties had signed the same signature page.

5.7 Marth agrees that the Company has not made any warranty or representation regarding the tax consequences of the transaction contemplated by this Agreement.

5.8 The Company will permit Marth and his representatives, during normal business hours, to have access to and examine and make copies of any of the records of the Company for any reasonable and proper purpose, including, but not limited to, those related to the filing of tax returns.

5.9 Each party shall, at the request of the other party, do and perform or cause to be done and performed all such further acts and furnish, execute and deliver such other documents, instruments, certificates, notices or other further assurances as counsel for the requesting party may reasonably request from time to time after the Effective Date, to more effectively consummate the transactions contemplated by this Agreement.

[*SIGNATURE PAGE TO FOLLOW*]

MJ

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed effective as of the Effective Date.

INNOMARK WEST LLC
an Ohio limited liability company

By: Paul L. Molyneaux

Print name: Paul L. Molyneaux

Title: Member & CFO

MARK MARTH

14875899 1

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC 420 Distribution Circle Fairfield, OH 45014 Plaintiff, v. MARK N. MARTH 14337 Riverside Drive, Unit 4 Sherman Oaks, CA 91423 3437 Ponderosa Loop West Linn, OR 97068 Defendant.	:	Case No. **CERTIFICATION OF PLAINTIFF'S COUNSEL IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER**

Pursuant to Civ.R. 65(A), the undersigned counsel certifies as follows:

1. That he is an attorney at the law firm of Taft Stettinius & Hollister LLP ("Taft") who serves as counsel for Plaintiff Innomark Communications LLC ("Innomark"), which is the former employer of Defendant Mark N. Marth ("Marth") and is the successor to Innomark West LLC with respect to its employment agreements.

2. On November 7, 2016, concurrently with the filing of the Complaint and Motion for Temporary Restraining Order and Preliminary Injunctive Relief, Taft sent Marth a copy of all filings, to the email addresses that it has on record for James M. Stone, Thomas G. Mackey, and Benjamin A. Tulis, of Jackson Lewis PC, all of whom are counsel for Marth:

   a. james.stone@jacksonlewis.com

   b. mackeyt@jacksonlewis.com

   c. benjamin.tulis@jacksonlewis.com

   Mr. Stone, Mr. Mackey, and Mr. Tulis were informed that Taft, as counsel for Innomark, was proceeding to the Court to seek a temporary restraining order.

Respectfully submitted,

/s/ Timothy G. Pepper

Timothy G. Pepper (0071076)
Valerie M. Talkers (0088769)
TAFT STETTINIUS & HOLLISTER LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423
Tel: (937) 641-1740
Fax: (937) 228-2816
pepper@taftlaw.com
vtalkers@taftlaw.com

Counsel for Plaintiff
Innomark Communications LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was served via email on November 7, 2016, and prepared for service via certified mail by the Montgomery County Clerk of Courts, along with a copy of the Verified Complaint and Summons, upon the following:

Via Certified Mail
Mark N. Marth
14337 Riverside Drive, Unit 4
Sherman Oaks, CA 91423

3437 Ponderosa Loop
West Linn, OR 97068

Defendant

A courtesy copy, via email, has been sent to:

Thomas G. Mackey, Esq.
mackeyt@jacksonlewis.com

Benjamin A. Tulis, Esq.
benjamin.tulis@jacksonlewis.com

JACKSON LEWIS PC
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
213-689-0404

James M. Stone, Esq.
stonej@jacksonlewis.com

JACKSON LEWIS PC
6100 Oak Tree Blvd.
Park Center Plaza I, Suite 400
Cleveland, Ohio 44115
216-750-4307

/s/ Timothy G. Pepper
Timothy G. Pepper (0071076)

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC 420 Distribution Circle Fairfield, OH 45014 Plaintiff, v. MARK N. MARTH Defendant.	:	Case No. **TEMPORARY RESTRAINING ORDER**

On consideration of the Complaint and Plaintiff Innomark Communications LLC's (the successor Innomark West LLC ("Innomark" or "Plaintiff")) Motion for Temporary Restraining Order and Preliminary Injunctive Relief, and having determined that:

1. Plaintiff has shown a substantial likelihood that it will prevail on the merits;

2. Plaintiff will suffer irreparable harm and loss if Defendant Mark N. Marth ("Defendant"), competes with Plaintiff, in direct and open violation of the Operating Agreement ("Agreement"), that he executed in connection with his membership in Innomark West;

3. Plaintiff has no adequate remedy at law; and

4. Greater injury will be inflicted upon Plaintiff by the denial of temporary injunctive relief than would be inflicted upon Defendant by the granting of such relief.

IT IS HEREBY ORDERED AND DECREED THAT:

1. A Temporary Restraining Order issue immediately and that security in the amount of $____________ be posted no later than the _____ day of November, 2016.

2. Defendant is restrained and enjoined from violating the terms of the Agreement, including: Article X of The Operating Agreement which contains a fair competition provision, and details that Marth promises not to compete with Innomark for two years following the termination of his interest in Innomark West. It states, in pertinent part, that Marth would not, directly or indirectly:

> "i. Solicit or induce any of [Innomark West]'s or [Innomark West]'s Affiliates' Customers, or Prospective Customers to transfer any part of the business they do, did or were proposed to do with [Innomark West] or its Affiliates, to any other person or entity.
>
> ii. Open, operate, own an interest in or perform services for, or in any way engage in the business of, any other proprietorship, partnership, firm, trust, corporation, limited liability corporation, or other entity…which, directly or indirectly, competes with [Innomark West] and/or its Affiliates in performance of [Innomark West]'s business in the geographic area where Company has conducted business in the twenty-four month period immediately prior to the date when [Marth's] Membership Interest is terminated."

3. Defendant is restrained and enjoined from continuing his employment with competitor Infinity Images, Inc. ("Infinity").

4. Defendant is restrained and enjoined from engaging in any further acts in violation of the Agreement.

This Temporary Restraining Order expires on ____________________, 2016, unless, for good cause shown or consent of the parties, it is extended.

SO ORDERED this ________ day of November, 2016.

____
Judge

Clerk: Copies to all parties and counsel of record.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC Plaintiff, v. MARK N. MARTH Defendant.	: : : : : : : : :	Case No. **MOTION FOR ENTRY OF COMMISSION AUTHORIZING THE ISSUANCE OF SUBPOENAS IN THE FOREIGN STATES OF CALIFORNIA AND OREGON**

Plaintiff Innomark Communications LLC ("Innomark" or "Plaintiff"), hereby moves this Court to enter the attached Commission to permit Plaintiff to seek issuance of subpoenas from courts of competent jurisdiction in the states of California, and Oregon, so that Plaintiff may obtain documents and depose witnesses residing therein. A proposed Order granting the same is attached hereto for this Court's consideration. In support of this motion, Plaintiff states the following:

1. Plaintiff is under information and belief that Infinity Images Inc. ("Infinity"), located in Oregon, is the custodian of certain business records and has information and knowledge that is relevant to the adjudication of the present action.
2. Plaintiff is under information and belief that employees with Infinity are the custodians of certain business records, and have information and knowledge that is relevant to the adjudication of the present action. Those individual are not yet known but will be identified in discovery, and as a result of the issuance of a subpoena.
3. Plaintiff is under information and belief that certain businesses (to be identified in discovery) located in California and Oregon, are the custodians of business

records and may have information and knowledge that is relevant to the adjudication of the present action.

4. Plaintiff is under information and belief that individuals within any identified businesses in California and Oregon, relevant to this matter, are the custodians of certain business records, and have information and knowledge that is relevant to the adjudication of the present action. Those individual are not yet known but will be identified in discovery, and as a result of the issuance of a subpoena.
5. Plaintiff is under information and belief that Defendant's spouse currently resides in Oregon and may have information and knowledge that is relevant to the adjudication of the present action.
6. Additional individuals and/or businesses may be identified in discovery to be the custodians of, or have knowledge of, records or information relevant to the adjudication of the present matter.
7. Plaintiff therefore makes this Motion for Entry of Commission Authorizing the Issuance of Subpoenas in the Foreign States of California and Oregon, so that Plaintiff may seek and issue subpoenas for production of documents and/or tangible items, and for deposition, if necessary, from the courts having in personam jurisdiction over the above-named entities and potential witnesses.
8. Unless said named entities and persons can be properly subpoenaed in their home states, Plaintiff cannot be assured of the non-party's production of documents, or, the potential attendance of a witness at deposition, if such deposition is necessary.

Respectfully submitted,

/s/ Timothy G. Pepper

Timothy G. Pepper (0071076)
Valerie M. Talkers (0088769)
TAFT STETTINIUS & HOLLISTER LLP
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Fax: (937) 228-2816
pepper@taftlaw.com
vtalkers@taftlaw.com

Counsel for Plaintiff
Innomark Communications LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was served via email on November 7, 2016, and prepared for service via certified mail by the Clerk of Courts for Montgomery County, upon the following:

Via Certified Mail
Mark N. Marth
14337 Riverside Drive, Unit 4
Sherman Oaks, CA 91423

3437 Ponderosa Loop
West Linn, OR 97068

Defendant

A courtesy copy, via email, has been sent to:

Thomas G. Mackey, Esq.
mackeyt@jacksonlewis.com

Benjamin A. Tulis, Esq.
benjamin.tulis@jacksonlewis.com

JACKSON LEWIS PC
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
213-689-0404
James M. Stone, Esq.
stonej@jacksonlewis.com

JACKSON LEWIS PC
6100 Oak Tree Blvd.
Park Center Plaza I, Suite 400
Cleveland, Ohio 44115
216-750-4307

/s/ Timothy G. Pepper
Timothy G. Pepper (0071076)

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC Plaintiff, v. MARK N. MARTH Defendant.	: : : : : : : : :	Case No. **ORDER GRANTING MOTION FOR ENTRY OF COMMISSION AUTHORIZING THE ISSUANCE OF SUBPOENAS IN FOREIGN STATES**

Plaintiff Innomark Communications LLC, for good cause shown and for having moved this Court for the entry of an Order directing the issuance of a commission authorizing the issuance of subpoenas for documents and tangible things, and subpoenas for deposition, in the foreign states of California and Oregon:

IT IS HEREBY ORDERED this _____ day of __November___, 2016 that:

1. Plaintiff's Motion for Entry of Commission Authorizing the Issuance of Subpoenas in Foreign States is **GRANTED**.

2. Any attorney at the law office of Taft Stettinius & Hollister LLP is hereby authorized and empowered to secure from the appropriate judicial authority in the **State of California** the issuance of a subpoena duces tecum or such other subpoena, including subpoena for a deposition, reasonably calculated to lead to the discovery of admissible evidence in the adjudication of the present action.

3. Any attorney at the law office of Taft Stettinius & Hollister LLP is hereby authorized and empowered to secure from the appropriate judicial authority in the **State of Oregon** the issuance of a subpoena duces tecum or such other subpoena,

including subpoena for a deposition, reasonably calculated to lead to the discovery of admissible evidence in the adjudication of the present action.

SO ORDERED.

____
Judge

Clerk: copies to all parties and counsel of record.

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IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC Plaintiff, v. MARK N. MARTH Defendant.	:	Case No. **MOTION FOR AN ORDER GRANTING EXPEDITED DISCOVERY**

Pursuant to Ohio Rules of Civil Procedure 26, 30, and 34, Plaintiff Innomark Communications LLC ("Innomark" or "Plaintiff") moves this Court for an order expediting discovery in this case. Innomark seeks to obtain documents from Defendant Mark N. Marth ("Marth" or "Defendant"), and third parties, within the next 10 days, and for Defendant Marth and third party deponents to make themselves available for deposition within notice of 10 days. Plaintiff will also comply with the Court's order for expedited discovery in its written response deadlines and its willingness to make parties available for deposition. A memorandum in support of this motion is attached.

Respectfully submitted,

/s/ Timothy G. Pepper

Timothy G. Pepper (0071076)
Valerie M. Talkers (0088769)
TAFT STETTINIUS & HOLLISTER LLP
40 North Main Street, Suite 1700
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vtalkers@taftlaw.com

Counsel for Plaintiff
Innomark Communications LLC

MEMORANDUM IN SUPPORT

Pursuant to Ohio Rules of Civil Procedure 26, 30, and 34, Plaintiff moves this Court for an order expediting discovery, for all parties, in this case. Within 10 days, Innomark seeks to obtain documents from Defendant and third parties involved in this case, and with 10 days' notice, conduct depositions. This expedited discovery is necessary to prepare for a hearing on Innomark's motion for a preliminary injunction, which has been contemporaneously filed with the Court. Innomark will suffer irreparable injury if immediate discovery is not permitted to determine the extent of Defendant's unlawful competition with Innomark and use and disclosure of Innomark's confidential and proprietary information. Plaintiff will also comply with the Court's order for expedited discovery in its written response deadlines to any submission of discovery from Defendant, and its willingness to make parties available for deposition.

This case involves the right of Innomark to protect its business interests and enforce it's a) Employment Agreement, b) Redemption Agreement, and c) Operating Agreement ("Agreements") which contain confidentiality, non-disclosure, and non-competition provisions, among others, with Defendant, to prevent him from competing unfairly against Innomark. As time continues to pass, Innomark suffers irreparable harm due to Defendant's breach of the Agreements. Innomark requests that the parties be permitted to conduct expedited discovery in order to facilitate a speedy resolution of the claim for injunctive relief in the following form:

1. Defendant and Plaintiff are to respond to document requests and interrogatories within 10 days of service.

2. Defendant and Plaintiff are to be available for deposition within 10 days of notice of deposition.

3. Defendant and Plaintiff waive any notification requirements and will not impede efforts to obtain documents, from third-parties, pursuant to Rule 45.

A trial court has broad discretion in discovery matters. Rules 33(A), 34(B), and 36(A) of the Ohio Rules of Civil Procedure specifically permit the Court to shorten the time within which a party must respond to document requests, interrogatories, and requests for admission. As a general matter, courts have found that expedited discovery is particularly appropriate when a party seeks injunctive relief "because of the expedited nature of the injunctive proceedings." *Ellsworth Associates, Inc. v. U.S.*, 917 F. Supp. 841, 844 (D.D.C. 1996); *see also Edudata Corp. v. Scientific Computers, Inc.*, 599 F. Supp. 1084, 1088 (D. Minn. 1984) (ordering expedited discovery because "[f]urther development of the record before the preliminary injunction hearing will enable the court to judge the parties' interests and respective chances for success on the merits"), *aff'd and dismissed in part*, 746 F.2d 429 (8th Cir. 1984).

Here, Innomark has a compelling need for expedited discovery and will suffer irreparable harm if expedited discovery is not ordered. Since his employment at Innomark ended, Marth has been performing work substantially identical to the kind of work he performed for Innomark in direct and open violation of the Agreements that he executed. Innomark's discovery requests are crucial to its claim for injunctive relief and will facilitate and expedite the presentation of evidence during a preliminary injunction hearing.

In order to expedite resolution of its request for a preliminary injunction, Innomark requests that (1) the Parties be ordered to respond to document requests and interrogatories within 10 days of service, (2) the Parties be available for deposition within 10 days of notice of deposition, and (3) the Parties waive any notification requirements and will not impede efforts to obtain documents, from third-parties, pursuant to Rule 45.

For each and all of the foregoing reasons, Innomark's Motion for Expedited Discovery should be granted. A proposed Order has been attached for this Court's consideration.

Respectfully submitted,

/s/ Timothy G. Pepper

Timothy G. Pepper (0071076)
Valerie M. Talkers (0088769)
TAFT STETTINIUS & HOLLISTER LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423
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pepper@taftlaw.com
vtalkers@taftlaw.com

Counsel for Plaintiff
Innomark Communications LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was served via email on November 7, 2016, and prepared for service via certified mail by the Clerk of Courts for Montgomery County, upon the following:

Via Certified Mail
Mark N. Marth
14337 Riverside Drive, Unit 4
Sherman Oaks, CA 91423

3437 Ponderosa Loop
West Linn, OR 97068

Defendant

A courtesy copy, via email, has been sent to:

Thomas G. Mackey, Esq.
mackeyt@jacksonlewis.com

Benjamin A. Tulis, Esq.
benjamin.tulis@jacksonlewis.com

JACKSON LEWIS PC
725 South Figueroa Street, Suite 2500
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James M. Stone, Esq.
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6100 Oak Tree Blvd.
Park Center Plaza I, Suite 400
Cleveland, Ohio 44115
216-750-4307

/s/ Timothy G. Pepper
Timothy G. Pepper (0071076)

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION

INNOMARK COMMUNICATIONS LLC Plaintiff, v. MARK N. MARTH Defendant.	: : : : : : : : :	Case No. **ORDER GRANTING MOTION FOR AN ORDER GRANTING EXPEDITED DISCOVERY**

Upon the motion by Plaintiff Innomark Communications LLC, and for good cause shown, the Parties, and all third-parties, are hereby ordered to respond to requests for documents and interrogatories, appear for depositions, and permit subpoena-practice, on an expedited schedule as follows:

(a) Defendant, Plaintiff, and third parties shall respond to interrogatories, document requests, and subpoena for documents (respectively) within ten (10) days of service;

(b) The Parties, and all third-parties via subpoena, shall be available for deposition within ten (10) days of service; and

(c) The Parties waive any notification requirements and will not impede efforts to obtain documents, from third-parties, pursuant to Rule 45.

SO ORDERED this ________ day of November, 2016.

____
Judge

Clerk: Copies to all parties.